



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 22, 2009

11 DECEMBER 22, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**AGREEMENT WITH THE INFORMATION AND REFERRAL FEDERATION OF
LOS ANGELES COUNTY, INC. DBA 211 LA COUNTY FOR INFORMATION AND
REFERRAL PROGRAM SERVICES
(ALL DISTRICTS AFFECTED) (3 VOTES)**

SUBJECT

The current contract with 211 LA County to provide health and human services general and specialized information and referral (I&R) program services through the 2-1-1 dialing code or designated lines will expire on December 31, 2009. The recommended action will allow the current services to continue under the new agreement through December 31, 2012.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Chief Executive Officer (CEO) or his designee to negotiate and execute a three-year contract substantially similar to the attached contract, upon approval by County Counsel, between the County of Los Angeles (County) and The Information and Referral Federation of Los Angeles County, Inc., dba 211 LA County. Under this Agreement, 211 LA County will provide specialized information and referral services through the 2-1-1 dialing code, for a three-year maximum cost of \$17,658,512, effective January 1, 2010 or date of Board of Supervisors' approval, whichever is later, expiring on December 31, 2012.

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only**

2. Delegate authority to the CEO or his designee to prepare and execute monthly extensions of the Agreement up to a period of six months and amendments to this Agreement that do not exceed more than a ten percent (10%) increase or decrease per year in the annual contract amount when such amendment is necessitated by additional services that are required in order for the contractor to comply with changes in Federal, State, or County requirements, for the acquisition or upgrade of technology to improve the effectiveness of the County's 211 system or for temporary specialized campaigns with Countywide implications. The approval of County Counsel will be obtained prior to executing such amendments.
3. Delegate authority to the CEO or his designee to prepare and execute amendments to this Agreement for Cost of Living Adjustments (COLA), in compliance with the County's Policy 5.070, upon approval of the 211 Oversight Group. Approval of County Counsel will also be obtained prior to executing such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current contract with 211 LA County to provide health and human services general and specialized I&R program services through the 211 dialing code or designated lines will expire on December 31, 2009. The recommended action will allow the current services to continue under the new agreement.

Under the recommended Agreement, constituents of LA County receive I&R services twenty-four (24) hours a day, seven (7) days a week and "warm hand-offs" on all crisis, abuse, and neglect calls, including those for Department of Children and Family Services' Child Abuse Hotline, Community and Senior Services' (CSS) Elder Abuse Hotline, Department of Mental Health's ACCESS Hotline, and Safely Surrendered Baby Hotline. When the Emergency Operations Center through the CEO-Office of Emergency Management is activated, public access to information will also be available through 211.

Residents of the unincorporated area requesting unincorporated area services/code enforcement during normal business hours can speak with a Community Resource Analyst who can take the caller's information or provide a "warm hand-off" to the appropriate department representative; after hours callers have the option of speaking with a Community Resource Analyst, if preferred.

Constituents will also be able to obtain information and referral for employment assistance through the WorkSource California Employer and Job Seeker Line funded by CSS. WorkSource California is a one-stop delivery system with locations throughout the County that provide services to job seekers, such as assisted job search, resume writing classes, program eligibility determination, identification of employment strengths and barriers,

in-depth interviewing, and training for qualified customers. Services to employers may include job postings, job matching, initial screening, and hosting mass recruitment efforts. In addition to these services, there are three temporary special campaigns currently providing services to residents of LA County: the Department of Public Health's (DPH) H1N1 campaign; the CEO's Homelessness Prevention and Rapid Re-Housing (HPRP); and Temporary, Emergency Food, Shelter, and Transportation Voucher program. These three special campaigns will continue until funds are exhausted.

The Agreement provides for an annual call capacity of 375,000 for I&R health and human services and 30,000 for I&R unincorporated area services and code enforcement through the 211 dialing code or existing toll-free telephone number (31,250 and 2,500 monthly call capacity respectively). For I&R health and human services calls, call volume for 2008 was 414,721 and it is anticipated that call volume for 2009 will exceed last year's numbers. Although forty-one percent (41%) of the calls are from zip codes which encompass the unincorporated areas, call volume for the unincorporated area services/code enforcement line was 16,127 for 2008 and is expected to surpass that volume for 2009. Combined overall call volume exceeded contracted call capacity. However, due to the economic climate, we are not looking to increase the contract volume and cost. 211 LA County has agreed to continue to accept the calls and the County will allow flexibility in caller response time requirements.

The CEO will be responsible for overall management of the Agreement. The Department of Public Social Services (DPSS) will be responsible for monitoring the Agreement. The 211 Oversight Group, comprised of involved County departments, will provide support in evaluating contract performance, outreach planning, and working with 211 LA County to resolve issues.

Authorization of the CEO to execute extensions of the Agreement up to a period of six months and contract amendments on behalf of the County will allow the CEO to more proactively manage the contract.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Los Angeles County Strategic Plan Goal No. 1: Operational Effectiveness, to maximize public access to quality information and referral for health and human services through a simple yet customer-friendly dialing system.

FISCAL IMPACT/FINANCING

The 211 dialing service in the County is primarily funded by DPSS. The County's allocation of funding for 211 and specialized services is as follows:

Department	Funds Allocated
Chief Executive Office	
Unincorporated Community Help Line	\$ 171,131
Countywide Emergency Hotline	\$ 31,579
Community and Senior Services	
Elder and Dependent Adult Abuse	\$ 298,195
WorkSource California	\$ 88,500
Department of Children and Family Services	\$ 210,836
Department of Mental Health	\$ 210,836
Department of Public Health / Department of Health Services	\$ 210,836
Department of Public Social Services	\$ 4,532,958
Annual Total	\$ 5,754,871
3-Year Annual Total	\$ 17,264,613
Special Campaigns	
Chief Executive Office	
Temporary, Emergency Food, Shelter, and Transportation Voucher Program	\$ 56,129
Homelessness Prevention and Rapid Re-Housing	\$ 130,500
Department of Public Health	
H1N1 Special Campaign	\$ 207,270
Special Campaigns Total	\$ 393,899
Contract Total	\$ 17,658,512

Funds for the CEO Special Campaign for Temporary, Emergency Food, Shelter, and Transportation Voucher Program were part of the \$179,000 redirection of Marketing and Public Information Fund towards direct service. Of these redirected funds, \$110,000 was transferred to DPSS and \$69,000 was set aside by 211 to use for families calling 211 when no other funds were available for emergency food, shelter, and transportation vouchers. These funds were to work in conjunction with the Emergency Food and Shelter Board monies and provide the needed match. Some of these funds were used for emergency food, shelter, and transportation and we recommend the estimated remaining \$56,129 should continue to be used towards these services.

On August 4, 2009, your Board approved Community Development Commission's Board Letter allocating \$150,000 from the HPRP grant from the Housing and Urban Development Department to the CEO for 211 LA County for Outreach and Referral Services. HPRP funds are part of the American Recovery and Reinvestment Act of 2009. A portion of these funds was placed in the existing agreement AO-07-34 on September 30, 2009 for the October 1, 2009 start date of the HPRP program. We are estimating \$130,500 will be available to fund the 211 contract.

Department of Public Health's Specialized Campaign is for information and referral for the H1N1 vaccine, specifically priority groups and locations of clinics providing the vaccine. Funding for this project was also added to the existing agreement on September 30, 2009. It is estimated that \$207,270 will be available for this purpose.

As the recommended Agreement is for a three-year period, language has been included for COLA that complies with the County's Policy 5.070. Authorization of the CEO to execute contract amendments on behalf of the County for approved COLAs will allow the CEO to more effectively process required amendments to the Agreement in order to maintain call capacity or meet the County's needs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Section 26227 of the Government Code, the Board of Supervisors may appropriate and fund programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons.

In 1980, your Board first adopted an Agreement with The Information and Referral Federation of Los Angeles County to ensure that I&R services were available to all County residents. On October 16, 2003, the California Public Utilities Commission designated

The Honorable Board of Supervisors
December 22, 2009
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The Information and Referral Federation of Los Angeles County, dba 211 LA County, as the sole provider for 2-1-1 services within the County. Accordingly, 211 LA County is the sole source contractor for the current Agreement which will expire on December 31, 2009. The recommended Agreement will be effective January 1, 2010, or date of Board approval, whichever is later, through December 31, 2012.

This Agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County requirements and regulations. The Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

As 211 LA County is the current service provider, there will be no impact to services. All crisis services, such as Elder Abuse, Child Abuse, Mental Health crisis needs will continue to be provided twenty-four (24) hours a day, seven (7) days a week.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:JW:KH
KMH:hn

Attachment

- c: Acting County Counsel
- Director of Community and Senior Services
- Director of Children and Family Services
- Director of Health Services
- Director of Mental Health
- Director of Public Health
- Director of Public Social Services
- Executive Director of 211 LA County



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**THE INFORMATION AND REFERRAL FEDERATION OF LOS
ANGELES COUNTY, INCORPORATED DBA 211 LA COUNTY**

FOR

INFORMATION AND REFERRAL PROGRAM SERVICES

AGREEMENT NUMBER: _____

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PROPERTY TAX REDUCTION PROGRAM

UNIQUE EXHIBITS

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- K CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
211 LA COUNTY
FOR
INFORMATION AND REFERRAL PROGRAM SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2009 by and between the County of Los Angeles, hereinafter referred to as County, and The Information and Referral Federation of Los Angeles County, Inc. dba 211 LA County, a California Non-Profit Benefit Corporation, hereinafter referred to as Contractor. 211 LA County is located at 526 West Las Tunas Drive, San Gabriel, CA 91776.

RECITALS

WHEREAS, the Contractor desires to provide, and County desires to acquire from Contractor, services as a contractor; and

WHEREAS, the Contractor is a private firm qualified by reason of experience, preparation, equipment, organization, staffing, and facilities to provide the services contemplated by this contract on behalf of the County; and

WHEREAS, the Contractor has provided 2-1-1 Information and Referral Program services through two previous contract with the County; and

WHEREAS, the California Public Utilities Commission (CPUC) has designated the Contractor as the designated provider of 2-1-1 dialing services in the County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Special Campaigns
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Unique Exhibits:**SB 1262 - Nonprofit Integrity Act of 2004**

- 1.11 EXHIBIT K - Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be **three (3)** years effective January 1, 2010, or commencing upon execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to **one** additional six (6) month extension, for a maximum total Contract term of **three and a half** years. Each such option and extension shall be exercised at the sole discretion of the Chief Executive Officer (CEO) or his designee as authorized by the Board of Supervisors.

- 4.3 The Contractor shall notify the County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The maximum contract payment for the term will be **\$17,658,512**, to be paid as follows:
- 5.1.1 **\$16,904,376** will be paid to Contractor at a fixed monthly rate of **\$469,566** (1/36 of the maximum contract amount excluding funding designated for cost reimbursement services).
 - 5.1.2 For Countywide Emergency Hotline activities, the **\$94,737** total contract amount, not to exceed **\$31,579** per year, will be paid on an actual cost, monthly basis. In the event of an actual disaster or unforeseen situation requiring an unusual level of financial trends, the County will then indicate to the Contractor whether or not the increased level of support can be continued based on County funded support.
 - 5.1.3 For Community and Senior Services (CSS) WorkSource California toll-free line activities, a flat fee of **\$2,700** per month for up to 200 calls per month, not to exceed **\$97,200** in flat fees for the contract term. Calls in excess of 200 in any given month will be billed at the rate of **\$12** per call, not to exceed **\$168,300** in overage charges for the contract term at an estimated allowance of **\$56,100** per year, in addition to the flat fee.
 - 5.1.4 For the H1N1 Special Campaign, **\$158,270** will be paid for up to 19,500 calls on the H1N1 Flu from January 1 through July 30, 2010. These H1N1 monies will be paid as a flat fee of **\$22,610** per month for an estimated 3,250 calls per month. H1N1 calls exceeding the contracted 22,750 calls will be billed at the rate of **\$7** per call, not to exceed **\$49,000**.
 - 5.1.5 For the CEO Special project for temporary, emergency food, transportation, and/or shelter for families who call 2-1-1, a maximum amount of **\$56,129** will be available on an actual cost, monthly reimbursement basis, as long as funding for this project remains.
 - 5.1.6 For the CEO Special project for Homelessness Prevention and Rapid Re-Housing Program, calls will be billed at a rate of **\$14.50** per call not to exceed **\$130,500**, as long as funding for this project

remains, through July 31, 2011. At least 60% of the funds must be used within the first year.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with

Exhibit B - Pricing Schedule.

- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted to the County Project Manager in one (1) set to the following address:

County of Los Angeles
Chief Executive Office, Service Integration Branch
222 S. Hill Street, Fifth Floor
Los Angeles, CA 90012

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

5.6 **Cost of Living Adjustments (COLA's)**

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and

shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the CEO.
- 8.1.2 The County's Board of Supervisors or CEO may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's CEO.
- 8.1.3 The CEO may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by CEO.
- 8.1.4 County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by Contractor and by CCA.
- 8.1.5 The CEO may prepare and sign amendments to the Contract without further action by COUNTY Board of Supervisors under the following conditions:
 - 8.1.5.1 Amendments shall be in compliance with applicable County, State, and federal regulations.
 - 8.1.5.2 The amendment is for a decrease in the Contract costs, or the amendment is for an increase of no more than 10 percent (10%) of the total original Contract amount, and is necessitated by additional and necessary services that are required for CONTRACTOR to comply with changes in Federal, State, or COUNTY requirements.
 - 8.1.5.3 The amendment is for Cost of Living Adjustments, in compliance with the County's Policy 5.070, upon approval of the 2-1-1 Oversight Group.

8.2

ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties

under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right

to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within twenty (20) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all

provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is

attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the

Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written

request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor

understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the

exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Chief Executive Office, Service Integration Branch
222 S. Hill Street, Fifth Floor
Los Angeles, CA 90012
Attention: Karen Herberts

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy

deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 **LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract

provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the

benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The CEO or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

- 8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been

awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the

difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this

Contract. The Contractor is responsible to notify its Subcontractors of this County right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Chief Executive Office, Service Integration Branch
222 S. Hill Street, Fifth Floor
Los Angeles, CA 90012
Attention: Karen Herberts

before any Subcontractor employee may perform any work hereunder.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO
MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT
COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole

discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for

such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award,

amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter

2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full

amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____ Date _____
WILLIAM T FUJIOKA
Chief Executive Officer

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
BARBARA Y. GOUL
Principal Deputy County Counsel

CONTRACTOR: THE INFORMATION AND
REFERRAL FEDERATION OF
LOS ANGELES COUNTY, INC.
DBA 211 LA COUNTY

By _____ Name _____
Executive Director _____
Title _____

EXHIBIT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

STATEMENT OF WORK

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STATEMENT OF WORK

1.0 GENERAL

1.1 Scope of Work

- 1.1.1 CONTRACTOR shall provide all personnel, materials, supervision and other items or services necessary to operate a comprehensive 24-hour, seven day a week specialized multilingual 2-1-1 service including: 1) information and referral (I&R) service available to all COUNTY residents; 2) an Elder Abuse Hotline, including Telecommunications Device for the Deaf/Teletypewriter (TDD/TTY) access, through the use of the dedicated Elder Abuse toll-free number; 3) a link to the Mental Health (DMH) ACCESS Center; 4) a link to Department of Children and Family Services (DCFS); 5) Department of Public Health (DPH) specialized services; and 6) Department of Health Services (DHS) specialized services.
- 1.1.2 CONTRACTOR shall provide all personnel, materials, supervision and other items or services necessary to operate: 1) an information and referral service specifically for unincorporated area services, including code enforcement; 2) a Chief Administrative Office (CEO) Department Emergency Plan (DEP) Hotline; and 3) a Countywide Emergency Hotline for the public in the case of an emergency; and 4) an information and referral service for employers and job seekers to WorkSource California.
- 1.1.3 CONTRACTOR shall have the ability to provide through 2-1-1 additional dedicated I&R services and resources as required by special projects and initiatives of the COUNTY.
- 1.1.4 CONTRACTOR shall also provide and maintain a comprehensive database of community agencies to be referred to as the Community Resource Information Bank (CRIB).
- 1.1.5 CONTRACTOR must perform to the standards set forth in, Technical Exhibit 12.1, Performance Requirement summary, hereunder.

1.2 Key COUNTY Personnel

County Contract Administrator (CCA)

- 1.2.1 The COUNTY Chief Executive Officer shall designate a CCA for purposes of Contract oversight. The CCA or alternate has full authority to monitor the CONTRACTOR's performance in the daily operation of this Contract. The CCA shall establish and facilitate a 2-1-1 Oversight Group consisting of representatives from involved COUNTY departments. The 2-1-1 Oversight Group shall assist the CCA in the monitoring and management of this Contract.
- 1.2.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information, and procedural requirements.
- 1.2.3 The CCA shall negotiate with CONTRACTOR on changes in service requirements pursuant to Contract Sub-paragraph 8.5, Change Notices and Amendments, herein above.

- 1.2.4 The CCA is not authorized to make any changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate the COUNTY in any way.
- 1.2.5 The COUNTY will inform the CONTRACTOR of the name, address, and telephone number of the CCA and alternate, in writing, upon the effective date of this Contract, and at any time thereafter a change of CCA is made.

1.3 Key CONTRACTOR Personnel

1.3.1 Contract Manager

- 1.3.1.1 CONTRACTOR shall provide a Contract Manager who shall be responsible for the overall management and coordination of the Contract and act as liaison with COUNTY. The Contract Manager, or alternate so designated in writing to act on CONTRACTOR's behalf, shall respond within twenty-four (24) hours of verbal notice from COUNTY, excluding weekends and holidays, and shall be available for meetings with COUNTY staff within five (5) business days of notification.
- 1.3.1.2 The Contract Manager or alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of the Contract.
- 1.3.1.3 The Contract Manager and alternate shall be identified in writing prior to effective date of the Contract and within five (5) business days after a change of Contract Manager or alternate is made.

1.3.2 Other CONTRACTOR Staff

- 1.3.2.1 CONTRACTOR shall provide staff with the professional background, experience and expertise to provide the work products required in this Statement of Work.
- 1.3.2.2 All CONTRACTOR staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

1.4 Standards and Quality Control

CONTRACTOR shall establish, maintain, utilize, monitor and enforce a comprehensive Standards and Quality Control Plan (Plan) to assure COUNTY of a consistently high level of product quality and service throughout the term of the Contract for all general I&R services; the Elder Abuse Hotline; DMH, DCFS, DPH and DHS related-calls; unincorporated area service calls; the CEO DEP Hotline; and the Countywide Emergency Hotline. The Plan, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Contract Start Date, with revisions submitted to the CCA for approval prior to any amendments to the Plan. The Plan shall include, but not be limited to the following:

- 1.4.1 A monitoring system covering all services required by the Contract. The system must specify the methods for preventing, identifying and correcting deficiencies in the quality

of service performed before the level of performance becomes unacceptable. The monitoring system must include the following:

- 1.4.1.1 Specific activities to be monitored;
 - 1.4.1.2 Methods of monitoring to be used;
 - 1.4.1.3 Frequency of monitoring;
 - 1.4.1.4 Samples of forms to be used in monitoring; and
 - 1.4.1.5 Title/level and qualifications of personnel performing monitoring functions.
- 1.4.2 CONTRACTOR shall record all 2-1-1 calls as part of its quality control program and place a message notifying callers that calls may be monitored and recorded. CONTRACTOR shall maintain an archive of recorded calls for up to one year.
- 1.4.3 CONTRACTOR shall maintain a record of all performance inspections conducted by the CONTRACTOR, including the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. Records shall be provided to the CCA or their alternate quarterly or more frequently at the option of the CCA.
- 1.4.4 The method for continuing to provide services to COUNTY in the event of a strike or other work action of CONTRACTOR's employees, not to exceed monetary amounts of this Contract pursuant to Contract Section 5, Contract Sum.
- 1.4.5 CONTRACTOR shall monitor with a minimum of ten percent (10%) of the Unincorporated Area and Code Enforcement calls received per month on the Code Enforcement line in order to assess the quality of CRA training levels.
- 1.4.6 CONTRACTOR shall monitor a minimum of 2 calls per CRA per week for all 2-1-1 calls, except for Unincorporated Area calls, in order to assess the quality of CRA training levels.
- 1.4.7 CONTRACTOR shall report the number of monthly calls monitored in the Monthly Invoice. The report shall indicate any training-related deficiencies and the corrective action related to those deficiencies.

1.5 Quality Assurance/Quality Control

- 1.5.1 CCA or their alternate shall monitor CONTRACTOR'S performance under this Contract on a quarterly basis. (Reference Contract Section 8.16. COUNTY's Quality Assurance Plan.) CONTRACTOR should on a monthly basis review their performance compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP) and quality assurance procedures as defined in this Contract. COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including:
- 1.5.1.1 Review of Reports, Statistical Record and Files.

- 1.5.1.2 User Complaints.
- 1.5.1.3 Statistically Valid Random Sampling. Random Sampling (which is a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection). For an example of random sample tables/methods that may be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin.
- 1.5.1.4 Site visits.
- 1.5.2 Performance Evaluation Meetings shall be held jointly by CCA (or their alternate) and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (CDR) (Technical Exhibit 12.2) is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.
 - 1.5.2.1 The minutes of any Performance Evaluation Meeting shall be prepared by the CCA or their alternate and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written. If any dispute is still unresolved, the decision of the CCA will be final.
 - 1.5.2.2 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.
- 1.5.3 CONTRACTOR shall provide a report to the CCA or their designee on a quarterly basis that indicates the number and type of training provided over the past quarter.
- 1.5.4 Contract Discrepancy Reports
 - 1.5.4.1 Verbal notification of a contract discrepancy will be made by the County to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified.
 - 1.5.4.2 The CCA will determine whether a formal CDR shall be issued.
 - 1.5.4.3 Upon receipt of a CDR, Contract Manager is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan resolving the problem, including appropriate training requirements and a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the CCA in writing within a reasonable time period not to exceed ten (10) business days unless a different period is agreed to in writing by the CCA.

1.6 Government Observations

Federal, State, and/or COUNTY personnel, in addition to COUNTY contract management staff, may observe performance activities, or review documents required by this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

1.7 Hours of Operation/Holidays

CONTRACTOR shall provide the services required under the Contract twenty-four (24) hours a day, seven (7) days a week or as otherwise specified in this Contract.

2.0 DEFINITIONS

2.1 Acceptable Quality Level (AQL)

Acceptable Quality Level is a measure to express the allowable variance from the Contract Standard, above which the COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

2.2 Adult Protective Services (APS)

A State-mandated program, which provides investigation, crisis intervention and short-term case management services on behalf of elder and dependent adults who are victims of abuse, neglect, financial abuse, abandonment, isolation or abduction, or who are unable to protect their own interests, and to family members on behalf of the victims.

2.3 Budget

The Budget provides details of the CONTRACTOR's costs for providing services included in the Contract. Included in the Budget are the following:

Direct Costs: Payroll, Employee Benefits (Medical, Dental, Life Insurance, etc.), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Other Direct Costs (Computer Hardware and Software, Telephone System, Equipment Maintenance, Space/Facility, Office Equipment, Supplies, Telephone/Utilities, Advertising costs, Building Maintenance, Custodial, and other - specified).

Indirect Costs: General Accounting/Bookkeeping, Management Overhead, and other related costs.

2.4 Business Continuity Plan (BCP)

The COUNTY's BCP is a comprehensive plan for restoring the business functions that support critical programs and services after an emergency. The program may become unavailable due to a major widespread disaster, or a local incident such as a power failure, fire, or some other problem with the building or the systems that support a program. The BCP describes, among other things, how programs and functions will be restored following an incident.

2.5 California Work Opportunity and Responsibility for Kids (CalWORKs) Program

The State's mandated public assistance program to provide financial assistance and employment services to families with dependent children.

2.6 Chief Executive Office (CEO)

Office of Emergency Management (OEM)

The office within the CEO responsible for overall management of emergency preparedness matters.

Office of Unincorporated Area Services (UAS)

The office within the CEO which is responsible for coordinating programs that address unincorporated area issues by working with the Board, County departments, other local governmental agencies and local civic organizations and leaders to assess unincorporated area needs and develop strategies for addressing those needs.

Service Integration Branch

The office within the CEO responsible for coordinating services affecting multiple County departments.

2.7 Community Resource Advisor (CRA)

The CONTRACTOR employee responsible for answering telephone inquiries from the public, determining the availability of a community resource, and providing the resource information to the caller or walk-in client.

2.8 Community Resource Information Bank (CRIB)

The resource information system owned by the COUNTY and maintained by CONTRACTOR. The system consists of listings of public and private agencies and programs to which the CRAs refer callers for further assistance.

2.9 Department of Children and Family Services (DCFS)

The COUNTY department responsible for providing a comprehensive children's protection system of prevention, preservation, and permanency.

2.10 Resource Writers

The CONTRACTOR employees (also known as Specialists) who maintain and update the listing of public and private agencies and programs contained in the CRIB.

2.11 Standard

A minimum requirement set by the COUNTY for CONTRACTOR to perform a service or activity.

2.12 Transaction

A documented request for service which includes information about the referral that was made to the caller or walk-in client.

2.13 Types of Telephone Calls

2.13.1 Abuse/Neglect/Crisis Calls

Callers who are in an emergent situation or critical state. These calls need to be assessed and often require immediate intervention and/or a referral for crisis intervention. These calls also typically require some level of follow-up.

2.13.2 Assisted Referral

Callers whose problem or situation requires assistance in referral to an organization. Assistance may be in the form of linking the caller to a service organization, talking with the service organization to arrange for services or participating in conference calls with the caller and service provider. These transactions may require follow-up with the caller and/or the service provider.

2.13.3 Unassisted Referral

Callers who are referred to one or more organizations. These callers are given a referral and initiate contact on their own. Follow-up is may be provided.

2.13.4 Simple Information Request/Explanation

A transaction that provides callers a response/explanation to a simple information request. This type of call typically includes looking up an address or phone number or explaining the service eligibility of a particular program. Follow-up is may be provided.

2.14 Management Report

Monthly report attached by CONTRACTOR to the County Invoice with data identified as needed for the management of the agreement.

3.0 COUNTY FURNISHED ITEMS

All COUNTY furnished items are provided by the COUNTY for the duration of the Contract only, and solely for the performance of this Contract. The COUNTY shall provide no materials, equipment, and/or services necessary to perform information and referral services, except as identified below.

3.1 Training Materials

3.1.1 COUNTY CSS/APS will provide training materials on handling calls that involve Elder Abuse to CONTRACTOR annually.

3.1.2 COUNTY DMH will provide training materials on handling calls that involve Mental Health services to CONTRACTOR staff will be provided one time a year.

3.1.3 COUNTY DCFS will provide training materials on handling calls that involve Child Abuse to CONTRACTOR staff as appropriate whenever justified by new staffing.

- 3.1.4 COUNTY CEO/UAS will provide unincorporated area services, including code enforcement, training materials to CONTRACTOR staff as appropriate and will review training material to assure relevant, up-to-date content is provided to CONTRACTOR on an annual basis.
- 3.1.5 COUNTY CEO/OEM will provide emergency management training materials to CONTRACTOR staff as needed for particular campaigns.
- 3.1.6 COUNTY CSS will provide 211 with updated information about all WorkSource centers in LA County and a Google based map to assist with referrals based on the address given by the callers.
- 3.1.7 COUNTY DMH will provide CONTRACTOR with updated resources on Emergency Outreach Bureau/Field Response Operations (EOB/FRO) policies and procedures one time a year.

3.2 Additional Materials

- 3.2.1 A list of COUNTY observed holidays.
- 3.2.2 A supply of Civil Rights Forms, Complaint of Discriminatory Treatment (PA 607) and Section 21 of Department of Public Social Services (DPSS) Civil Rights Handbook.

3.3 Equipment Purchased by County During Implementation Phase

The equipment purchased by COUNTY during the implementation phase of 2-1-1 which included, but is not limited to, call recording equipment, interactive voice recognition equipment, computers, and telecommunications equipment and associated software shall remain the property of the COUNTY for the duration of the Contract. The COUNTY shall have the option upon the termination of this Contract to request transfer of all COUNTY equipment to a location designated by the CCA. Such request shall be made in writing by the COUNTY and mailed to the CONTRACTOR. CONTRACTOR shall be responsible for the maintenance of COUNTY equipment and replacement and/or upgrade of COUNTY equipment described herein.

3.4 COUNTY Department Community Resource Information Bank (CRIB) Access

COUNTY and CONTRACTOR will determine automated mechanisms to transfer weekly updates to CRIB from CONTRACTOR to COUNTY via the internet. COUNTY will develop web-based interface to allow COUNTY departments access to the CRIB for purposes of developing customized directories, reports, and other materials.

4.0 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall furnish all personnel, equipment and supplies and training (except as provided by COUNTY in Section 3.0 herein above) necessary to perform all services required by this Contract and will adhere to all requirements imposed on CONTRACTOR by this Contract.

4.1 Personnel

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CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff on a quarterly basis.

4.2 Equipment, Supplies and Materials

4.2.1 CONTRACTOR shall furnish all equipment, supplies and materials necessary to perform all services required by this Contract. This shall include, but not be limited to training materials (except those furnished by COUNTY in Section 3.0, COUNTY Furnished Items), supplies and support material necessary to perform all services. The CONTRACTOR shall provide office related items such as computers, printers, monitors, hardware, software, telephone systems, and instruments, including telephone messaging capacity, fax machines, photocopy machines, video tape (VHS) and digital video (DVD) devices, monitors, and other related items necessary to fulfill the terms of this Contract.

4.2.2 CONTRACTOR shall be responsible for the maintenance of COUNTY equipment and replacement and/or upgrade of COUNTY equipment furnished by COUNTY in SOW Section 3.0, COUNTY Furnished Items, Sub-section 3.3 Equipment Purchased by County During Implementation Phase.

4.3 Facilities

CONTRACTOR shall provide the necessary facility/facilities and furnishings required to execute this Contract.

4.4 Training

4.4.1 CONTRACTOR shall provide training in all aspects of services provided in this Contract through employee orientation and in-service training for all staff. Ongoing training may include areas such as case conferencing with supervisors, educational staff meetings, workshops, and conferences.

4.4.2 CONTRACTOR shall furnish training every other year for all CONTRACTOR employees in the following areas, unless additional training is identified in the CCR:

4.4.2.1 Cultural awareness and diversity

4.4.2.2 Civil rights

4.4.2.3 CEO Departmental Emergency Plan

4.4.2.4 Countywide Emergency Management

4.4.2.4 Mandated Reporting Requirements

4.4.3 CONTRACTOR shall also provide CONTRACTOR CRAs, database staff and their supervisors, training every year in the following areas:

- 4.4.3.1 Information and referral services
 - 4.4.3.2 Elder and dependent adult abuse
 - 4.4.3.3 Mental Health services
 - 4.4.3.4 Child abuse
 - 4.4.3.5 Public Health campaigns
 - 4.4.3.6 Health Services referrals
 - 4.4.3.7 Unincorporated area services, including code enforcement
 - 4.4.3.8 WorkSource California related training
 - 4.4.3.9 Foster Care Services and data collection requirements
 - 4.4.3.10 DMH dispatching and call tracking processes based on FOB/FRO policies and procedures.
 - 4.4.3.11 CEO Special campaigns, e.g., Homelessness Prevention and Rapid Re-Housing Program (HPRP), Emergency Food and Shelter Program.
- 4.4.4 Training will be provided by the CONTRACTOR utilizing COUNTY provided training materials including written materials and/or videos, if available.

4.5 Posted Materials

CONTRACTOR shall post in its facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and the State-approved Non-Discrimination In-Service poster, *Equal Under the Law*. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012

Telephone: (213) 894-1000

CONTRACTOR is encouraged to voluntarily post in its facility the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

4.6 Telephone Programming

4.6.1 Land Lines

- 4.6.1.1 CONTRACTOR work with the telecommunications providers to provide programming information to allow 2-1-1 access to all land line telephones, with the exception of facilities that knowingly block access to 2-1-1 and

other 3-digit dialing codes, within Los Angeles County as of the effective date of this Contract.

4.6.1.2 CONTRACTOR shall perform testing of all 2-1-1 equipment, troubleshoot, and work with telephone service providers to resolve any issue related to connectivity.

4.6.1.3 CONTRACTOR shall immediately inform CCA of any issue related to connectivity which will impact the ability of callers to utilize the 2-1-1 dialing code.

4.6.2 Wireless Lines

4.6.2.1 CONTRACTOR shall work with COUNTY to resolve any access issues associated with wireless telephone carriers, Internet-based phone services, or other methods of potential access to 2-1-1.

4.6.2.2 CONTRACTOR will work with wireless telephone service providers to get program access to 2-1-1 and will continue to maintain the toll-free number (800) 339-6993 for wireless telephone users who cannot access 2-1-1 services.

4.6.2.3 CONTRACTOR will inform the public through its flyers and other public announcements if 2-1-1 cannot be accessed directly that callers should call 2-1-1's toll-free number or visit 2-1-1 LA County's website.

4.7 2-1-1 Information and Referral Services

CONTRACTOR shall provide twenty-four (24) hour, seven (7) day a week, Information and Referral Services to residents of Los Angeles County through a 2-1-1 dialing code, toll-free dedicated phone number, local call exchange, and through the availability of a Telecommunications Device for the Deaf/Teletypewriter (TDD/TTY) line to ensure that the hearing impaired community has access to I&R services. The CONTRACTOR shall provide information and referral services to all walk-in clients from 9am – 5 pm, M-F..

4.8 Elder Abuse Hotline

CONTRACTOR shall provide a twenty-four (24) hour, (7) seven day a week, toll-free Elder Abuse Hotline with two (2) lines available to the public through the existing 1 (877) 477-3646 number. TDD/TTY access shall be provided for callers with hearing impairments. CONTRACTOR shall accept collect calls on another business line from callers who are outside the local toll-free dialing area, and shall have a line available for APS staff to call in for referrals, messages or information.

4.9 Mental Health Hotline

CONTRACTOR shall provide a link to a twenty-four (24) hour, (7) seven day a week, toll-free Mental Health ACCESS Center Hotline.

4.10 Child Abuse Hotline

CONTRACTOR shall provide a link to a twenty-four (24) hour, (7) seven day a week, toll-free hotline number.

4.11 Public Health Specialized Services and Campaigns

CONTRACTOR shall provide twenty-four (24) hour, (7) seven day a week Public Health Campaign information to residents of Los Angeles County through a 2-1-1 dialing code.

4.12 DHS Services

CONTRACTOR shall provide twenty-four (24) hour, (7) seven day a week Health Services information to residents of Los Angeles County through a 2-1-1 dialing code.

4.13 2-1-1 Unincorporated Community Services and Code Enforcement

4.13.1 CONTRACTOR shall provide 7:00 am to 7:00 pm, Monday through Friday, Unincorporated Community Services to unincorporated area residents of Los Angeles County through a 2-1-1 dialing code.

4.13.2 CONTRACTOR shall continue to receive calls on code enforcement issues and shall continue to designate trained Community Resource Advisors to handle these calls. In addition, callers to 2-1-1 shall be given the option to obtain code enforcement information through an automated menu system.

4.14 CEO Department Emergency Plan Hotline

CONTRACTOR shall retain a toll free number so that employees of the CEO shall have the ability to call that telephone number to access a specialized interactive voice recognition (IVR) Menu System provided by CONTRACTOR, following a local or regional disaster, to obtain information on CEO work schedules, work assignments, and work locations.

4.15 Countywide Emergency Hotline

CONTRACTOR shall provide a twenty-four (24) hour, (7) seven day a week, toll-free Emergency Hotline that has recorded, menu driven information available to the public through the existing 1(800) 980-4990 number. When the Emergency Operations Center (EOC) has activated an emergency in Los Angeles County, public access shall be provided through the 2-1-1 dialing code. TDD/TTY access shall be provided for callers with hearing impairments. CONTRACTOR shall accept collect calls from callers who are outside the local toll-free dialing area, and shall have a line available for CEO, Office of Emergency Management (OEM) staff to call in for referrals, messages or information.

4.17 WorkSource California Employer and Job Seeker Line

CONTRACTOR shall provide jobseekers and potential employers calling to the existing WorkSource California toll-free line, (888) 226-6300, with information and referrals to WorkSource Centers within the Los Angeles County area from 8:00 am to 8:00 pm. A recorded message will be available after hours. TDD/TTY access shall be provided for callers with hearing impairments. CSS will retain ownership and responsibility for the maintenance and cost of the toll-free line.

5.0 SPECIFIC TASKS RELATED TO COUNTY SERVICES

5.1 Information and Referral (I&R) Services

CONTRACTOR shall maintain a comprehensive I&R program which shall be accessible to all areas of the County of Los Angeles through the 2-1-1 dialing code, local telephone number, or through a toll-free telephone number.

The CONTRACTOR shall provide information and referral services to all walk-in clients from 9am to 5pm, M-F. The function of I&R services shall be to provide the entry point for people who do not know where to turn for help.

To perform its function effectively, CONTRACTOR shall:

5.1.1 Use an Interactive Voice Recognition (IVR) Menu System

5.1.1.1 CONTRACTOR shall use an IVR Menu System including menu options to obtain information and referrals. A language assessment feature shall be used to determine the language needs of each caller. There must be an override feature enabling callers to directly access a Community Resource Advisor (CRA).

5.1.1.2 CONTRACTOR shall develop and maintain a menu system to allow callers the option to obtain certain I&R services through an automated menu system rather than speaking directly with a CRA.

5.1.1.3 CONTRACTOR shall take appropriate measures to ensure the hearing impaired community using TDD/TTY equipment has access to the 2-1-1 system as indicated in section 4.7.

5.1.2 Provide Timely Response to Calls

CONTRACTOR shall staff I&R services at a level which enables 80 percent (80%) of calls to be answered within one (1) minute of the completion of the initial IVR Menu System options if call volume is within overall contracted levels.

5.1.3 Handle Crisis Calls

CONTRACTOR shall have the capability to handle crisis calls. When crisis calls are received, they shall be given special handling through the use of the IVR Menu System or other means. CONTRACTOR staff shall provide follow-up, as needed, within five (5) business days, on crisis calls to verify that the crisis has been satisfactorily addressed by the resource to which the caller was referred. (Refer to Section 7.2 below).

5.1.4 Make Accurate and Appropriate Referrals

CONTRACTOR shall provide quality I&R services and documentation of the accuracy and appropriateness of referrals and caller satisfaction with services. If incorrect information is provided or inaccurate referral is made and the caller has provided

CONTRACTOR with correct information, CONTRACTOR shall correct the information and/or referral and notify the caller within 24 hours of discovery when appropriate and/or requested by caller.

5.1.5 Serve Callers in Their Own Language

- 5.1.5.1 In order to provide service to all persons in the COUNTY needing service, CONTRACTOR shall respond to the needs of the community by placing a high priority on recruiting and retaining bilingual staff.
- 5.1.5.2 CONTRACTOR shall ensure that at least 50 percent (50%) of its direct service staff are bilingual and shall have the ability to respond to Spanish-speaking callers on a twenty-four hour, seven days a week basis.
- 5.1.5.3 CONTRACTOR shall use the IVR Menu System's language assessment feature to route calls to CRAs with appropriate language skill sets or as a means of initiating a link or conference call to a language interpretation service.

5.2 Elder Abuse Hotline

CONTRACTOR shall provide and maintain a toll-free hotline through the existing (877) 477-3646 number in accordance with the Department of Community and Senior Services (DCSS) and DPSS policies and procedures (refer to Technical Exhibit 12.4 for Elder Abuse Hotline Protocols).

CONTRACTOR is required to provide services twenty-four (24) hours a day, 7 days a week. The IVR Menu System cannot be used in conjunction with this service other than to offer a language option to the caller. CONTRACTOR is required to accept collect calls, on another established line, from callers who are outside the service area.

CONTRACTOR staff shall:

- 5.2.1 Provide special handling through priority queuing so that calls from this line get answered ahead of general 211/i&R calls.
- 5.2.2 Refer suspected cases of elder abuse and dependent adult abuse to DCSS/Adult Protective Services (APS) according to established protocols. (Technical Exhibit 12.4, Elder Abuse Hotline Protocols).
 - 5.2.2.1 APS Referrals during Business Hours

APS Business hours are Monday – Friday from 8:00 am to 5:00 pm. Refer APS related calls and any calls requiring APS follow-up to the APS Centralized Intake Unit.
 - 5.2.2.2 APS Referrals After-Hours

Refer calls requiring APS follow-up to the After-Hours APS Social Worker. COUNTY DCSS will provide CONTRACTOR with a weekly duty schedule of After-Hours Social Services staff.

- 5.2.3 Refer all calls to APS from persons mandated to report suspected cases of elder abuse and dependent adult abuse pursuant to *Welfare & Institutions Code* (WIC) Section 15630.
- 5.2.4 Provide COUNTY APS with a copy of the completed telephone transactions form for each call received on the Hotline via fax or digitally secured format as requested by APS.

5.3 Mental Health Referral Services

5.3.1 Mental Health General I&R Services

General Information and Referral services calls should be referred to ACCESS hotline for appropriate triage if necessary or link to a caseworker. CONTRACTOR shall handle call transfers from the DMH ACCESS Center for general I&R services not available or provided through DMH.

5.3.2 ACCESS Center

5.3.2.1 When referring and connecting calls to the ACCESS Center, CONTRACTOR will utilize a dedicated number for tracking purposes. This number shall not be provided to the general public by the CONTRACTOR.

5.3.2.2 ACCESS will maintain a link to 2-1-1, for tracking purposes only. This number shall not be provided to the general public by CONTRACTOR.

5.3.3 DMH Crisis Intervention and Referral Hotline

Requests for psychiatric evaluation or psychiatric emergency should be linked to the ACCESS Center telephone number for triage and dispatch of Field Response Operations Teams. ACCESS center determines which team will respond. CONTRACTOR will maintain the (800) 854-7771 toll-free, menu-driven number as a crisis intervention and mental health referral.

5.4 Children and Family Referral Services

5.4.1 Non-DCFS Referral Calls

DCFS shall transfer all calls that do not involve child abuse and neglect to 2-1-1 through the use of an IVR system.

5.4.2 General Children and Family I&R Services

5.4.2.1 CONTRACTOR shall handle call transfers from the DCFS Child Abuse Hotline for general I&R services not available or provided through the DCFS Child Abuse Hotline.

5.4.2.2 CONTRACTOR shall follow the appropriate protocols and reporting requirements for call transfers. Protocols shall include the identification and transfer of calls from the CONTRACTOR to DCFS and from DCFS to the

CONTRACTOR (Refer to Technical Exhibit 12.5 for DCFS General I&R Services Protocols).

5.4.3 DCFS Child Abuse Hotline

CONTRACTOR shall provide a link to the toll-free Child Abuse hotline through the existing 1(800) 540-4000 number in accordance with DCFS policies and procedures (Refer to Technical Exhibit 12.5 for Child Protection Hotline Protocols).

CONTRACTOR staff shall:

5.4.3.1 Provide special handling through priority queuing so that calls from this line get answered ahead of general 211/I&R calls.

5.4.3.2 Refer suspected cases of child abuse and neglect to DCFS according to established protocols. (Refer to Technical Exhibit 12.5, Child Protection Hotline Protocols, for established procedures).

5.4.3.3 Referrals During and After Business Hours

Refer DCFS related callers and any follow-up calls requiring DCFS follow-up to DCFS Child Protection Hotline, 1(800) 540-4000, twenty-four (24) hours, seven (7) days a week, including holidays. If information presented by a caller does involve issues of child abuse, neglect, or exploitation the CONTRACTOR staff will establish a three-way call between the CONTRACTOR, the caller, and Child Protection Hotline by calling 1(800) 540-4000. CONTRACTOR is to remain on the line in order to verify the linkage has been made. CONTRACTOR may assist in explaining the situation to the DCFS Intake Evaluator.

5.4.3.4 Refer all calls to DCFS from persons mandated to report suspected child abuse pursuant to Penal Code 11165.7.

5.4.3.5 Provide COUNTY DCFS with the number of calls transferred from the DCFS Hotline in the Management Report.

5.5 Public Health Specialized Services

CONTRACTOR and the Department of Public Health (DPH) shall meet as needed to plan for the utilization of 2-1-1 to disseminate information to the public regarding public health issues and other special programs. CONTRACTOR and DPH shall develop appropriate materials to assist CRAs in handling the call. DPH will meet with CONTRACTOR or CONTRACTOR'S representatives in advance to provide information on the type and timeline of public health campaigns and provide information and/or training to CONTRACTOR's staff so that they can respond to callers appropriately.

5.6 Health Services Information and Referral Services

CONTRACTOR and the Department of Health Services (DHS) shall meet as needed to plan for the utilization of 2-1-1 to disseminate information to the public regarding health services issues and other special programs. If appropriate, CONTRACTOR and DHS shall develop

appropriate materials to assist CRAs in handling the calls. DHS will meet with CONTRACTOR or CONTRACTOR'S representatives in advance to provide information on the type and timeline of campaigns and provide information and/or training to CONTRACTOR's staff so that they can respond to callers appropriately.

5.7 2-1-1 Unincorporated Community Services

CONTRACTOR shall dedicate specialized CRAs to provide resource/referral services for residents of the unincorporated communities of Los Angeles County to report potential code violations, receive information on the enforcement of various COUNTY-enforced codes and regulations, and receive referrals to the appropriate COUNTY department or other government agency that provides municipal services to the unincorporated areas. In all cases, CONTRACTOR shall maintain database records for use in following-up on the outcome of calls made to 2-1-1 regarding unincorporated area municipal services and code enforcement. 2-1-1 shall focus on potential violations of COUNTY Code. All calls from the constituents of the unincorporated area related to municipal services and code enforcement shall be handled through 2-1-1 as assisted referrals.

5.7.1 CONTRACTOR shall provide multilingual services and will operate between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. 80 percent (80%) of all calls shall be answered in one (1) minute or less as long as call volume is within overall contracted levels.

5.7.1.1 COUNTY shall notify CONTRACTOR of any required modifications to this schedule. CONTRACTOR shall provide extended service, as needed, within twenty-four (24) hours of COUNTY'S request.

5.7.2 CONTRACTOR shall provide an IVR Menu System between the hours of 7:00 p.m. and 7:00 a.m., Monday through Friday and all day Saturday and Sunday. The IVR Menu System shall provide callers with:

5.7.2.1 Means to immediately report emergency situations;

5.7.2.2 Ability to leave their personal data, including name, phone number, residence zip code (and address if provided), and non-emergent problem description; and

5.7.2.3 Information on reporting potential code enforcement violations, locations of facilities in their area, telephone numbers to report potential code enforcement violations (during and after business hours), and other appropriate information.

5.7.3 CONTRACTOR shall have access to necessary referral information maintained by COUNTY departments and agencies that respond to code enforcement violations and issues throughout the COUNTY. Detailed information about the programs and services offered, contact persons, and telephone numbers shall be included. CONTRACTOR shall compile non-COUNTY agency information which shall include, but not be limited to, municipal service departments providing code enforcement within an incorporated city boundary.

5.7.4 CONTRACTOR shall process each call in one of the following manners:

- 5.7.4.1. Provide assisted referral for the caller to the appropriate COUNTY department or other appropriate agency;
 - 5.7.4.2. Collect potential code violation and inquiry information and provide assisted transfer of the call to the appropriate department; or
 - 5.7.4.3. Collect potential code violation or inquiry information and refer the information to the appropriate department if the caller does not request an assisted referral. The caller shall be informed which department will receive the referral and the caller shall be provided the appropriate phone number and assigned control number.
- 5.7.5. CONTRACTOR shall follow-up with a minimum of 10 percent (10%) of the calls received on the Unincorporated Area and Code line in order to assess the quality of services provided by referral departments. Control numbers shall be assigned to calls for tracking purposes. CONTRACTOR shall provide COUNTY with a monthly report of survey (follow-up) calls indicating the number of callers contacted, the number of callers satisfied with the quality of services provided by CONTRACTOR, and number of callers satisfied with the quality of services provided by COUNTY.
- 5.7.6. CONTRACTOR shall meet with COUNTY as needed to monitor and oversee calls handled on code enforcement and other municipal services.
- 5.7.7. Should the projected volume of calls fail to meet COUNTY expectations, the COUNTY may require, with 60-Day notification, that the CONTRACTOR enhance marketing outreach efforts to meet call volume requirements.

5.8 CEO Department Emergency Plan Hotline

CONTRACTOR shall have the ability to provide a specialized IVR Menu System for employees of the CEO following a local or regional disaster in which CEO work schedules, work assignments, and work locations are subject to change through a toll free number. Consistent with the CEO DEP, CEO employees shall have the ability to call the phone number following a local or regional disaster, or other event as required by the CEO, and utilize the IVR Menu System to receive updated information. The COUNTY will provide CONTRACTOR with updated information and develop scripts prior to utilization of the service. COUNTY shall designate CEO staff authorized to access the system or request activation of the CEO DEP feature.

5.9 Countywide Emergency Hotline

- 5.9.1. CONTRACTOR will reserve the toll-free 1(800) 980-4990, menu driven public information hotline number that will provide the public with essential information on how to prepare in advance for disasters and the agencies to contact for assistance when a disaster occurs. In the event that menu-driven options do not meet the public's need, the caller will be given the option of calling 2-1-1 to speak with a CRA.
- 5.9.2. CONTRACTOR will allocate resource personnel and other staff, as needed to maintain accurate and up-to-date information to allow access to assistance from information provided to CONTRACTOR by the CEO's Office of Emergency Management (OEM).

- 5.9.3 COUNTY will provide CONTRACTOR with preparedness information on various types of hazards for inclusion in the CRIB. In the event of an actual disaster in the County of Los Angeles, COUNTY OEM will provide CONTRACTOR with specific public assistance information materials to be placed on the hotline.
- 5.9.4 As part of the COUNTY's OEM Emergency Survival Program, CONTRACTOR shall mail County-provided disaster related information materials to Los Angeles County residents and others who request copies of such materials at no additional cost to COUNTY.
- 5.9.5 Performance under this section 5.9 is not to exceed the amount designated under subsection 5.1 of the Agreement for actual cost, including overtime if needed to complete the service requested, and invoiced on a monthly basis, consistent with the line items shown in Exhibit B. In the event of an actual disaster or unforeseen situation requiring an unusual level of financial trends, the COUNTY will then indicate to the CONTRACTOR whether or not the increased level of support can be continued based on COUNTY funded support.

5.10 WorkSource California Employer and Job Seeker Line

- 5.10.1 CONTRACTOR will ensure that employers and jobseekers calling the WorkSource California toll-free number, 1(888) 226-6300, will automatically connect and be answered by 211 staff, Monday through Friday from 8:00 am to 8:00 pm. A recorded message will be available after hours.
- 5.10.2 Callers would be referred to a WorkSource Center near their location. COUNTY will provide updated information on all WorkSource Centers in the Los Angeles area and a Google based map, to assist with referrals based on callers' address.
- 5.10.3 COUNTY will notify 211 of any marketing/outreach that may result in unusually high volume of calls so adequate staffing of the line can be scheduled.

6.0 CONTRACTOR TRAINING REQUIREMENTS

6.1 Staff Orientation/Training

- 6.1.1 CONTRACTOR shall provide orientation and training for all paid and volunteer staff. The level of orientation and training for volunteer staff would be provided based on CONTRACTOR discretion.
- 6.1.2 CRAs and Resource Writers must receive orientation and training consistent with achieving certification through the Alliance of Information and Referral Systems (AIRS) and compliance with County Quality requirements in sections 1.4 and 4.4.
- 6.1.3 CRAs and Resource Writers must maintain their AIRS certification throughout the term of this agreement.

7.0 CONTRACTOR CALL HANDLING AND FOLLOW-UP PROTOCOLS

7.1 Provide Information to Callers

Provide explanation to callers by giving detailed information about community services and/or obtaining background information about the caller. Information given shall be accurate and pertinent to the caller's request.

7.2 Handle Abuse, Neglect and Crisis Calls

CONTRACTOR shall follow COUNTY protocols for handling abuse and neglect calls related to elder and dependent adults, children and mental health clients. (Refer to Technical Exhibits: 12.4 for Elder Abuse Hotline Protocols, 12.6 for Mental Health Hotline Protocols and 12.9 for Child Abuse Hotline Protocols). Conduct an assessment with the caller and directly connect the caller to the appropriate crisis intervention services as determined on a case-by-case basis. CRA shall maintain contact with the caller and the intervening County department until the crisis has been managed to the satisfaction of all parties. These transactions can involve lengthy assessments and typically involve some level of follow up.

CONTRACTOR shall utilize caller ID functionality in order to more quickly and effectively handle crisis and/ or suicide calls that need 9-1-1 response.

7.3 Handle Assisted Referrals

Provide assisted referral services to callers by making a referral to one or more service organizations. Due to the nature of the caller's problem/situation, the CRA is required to mediate between the caller and one or more service organizations. Mediation can involve talking with the service organization to arrange for services, advocating on behalf of the caller with DPSS, CSS/APS, DMH, DCFS, DPH, DHS, CEO/OUAS or CEO/OEM and/or other County departments by reporting or participating in conference calls with the caller and service provider. These transactions may require follow-up (described in Section 7.9 hereunder). CRAs shall directly inquire and provide assisted referrals for all calls unless the caller indicates otherwise.

7.4 Handle Unassisted Referrals

Provide a referral to one or more services organizations. The caller is given the referral(s) and contacts the service/program on his/her own. Follow-up may be provided.

7.5 Handle Simple Information Request/Explanation

Provide a response/explanation to a simple information request, including calls responded to by staff as well as automated access to taped and computerized information. This type of call typically includes looking up an address or phone number, or explaining the service eligibility of a particular program. Follow-up may be provided.

7.6 Handle Call Transfers

CONTRACTOR, CCA and appropriate COUNTY departments shall meet as needed to develop a comprehensive integrated call transfer system to address the needs of COUNTY and CONTRACTOR in providing their respective services. COUNTY shall determine the

feasibility of utilizing appropriate technology to provide for an efficient and accountable call transfer system including the integration of voice and data in the transfer process. Development of this system shall be coordinated with similar efforts for other participating COUNTY departments.

7.7 Provide Callers with Linkage to a County or Community Agency

CONTRACTOR staff offer callers to link callers, when necessary and appropriate, to needed service(s) by directly contacting an agency on behalf of the caller. In the case of calls related to unincorporated area services, CONTRACTOR staff shall offer all callers linkage to needed service(s) by directly contacting the agency on behalf of the caller. The methods for linking callers may include:

7.7.1 Setting up a conference call.

7.7.2 Notifying an organization of forthcoming contact by a caller.

7.7.3 Scheduling an appointment for a caller for the purpose of establishing the caller's eligibility in obtaining a needed service.

7.7.4 Assisting the caller in obtaining a needed service when the caller cannot effectively represent himself/herself.

7.7.5 Transfer caller into external agency's service queue with proper notification to caller.

7.8 Provide Follow-up

CONTRACTOR shall:

7.8.1 Provide follow-up (on referrals with callers whose situation indicate follow-up is needed to ensure their service need was met) by attempting to contact the caller and/or community agency within thirty (30) days of making the referral.

7.8.2 Provide caller-related follow-up by contacting the caller and/or the community agency to which a referral was made in order to ascertain whether the caller has been linked with the service and whether appropriate service has been provided.

7.8.3 If the caller has not linked with the service, CONTRACTOR staff shall reassess the caller's service need(s) in order to determine whether other appropriate action should be undertaken to effect linkage.

7.8.4 Provide service-related follow-up on a randomly selected sample, with the sample size determined by section 12.1.3.3, of information calls each month to check the accuracy of the information given, identify service gaps and update the CRIB. Follow-up for Unincorporated Areas will be completed as delineated under section 5.7.5.

7.9 Complete Documentation of Each Transaction

CONTRACTOR shall complete documentation for each 2-1-1 transaction as follows:

- 7.9.1 Every 2-1-1 transaction shall be documented in a manner that will allow CONTRACTOR to produce automated reports on 2-1-1 transactions, as requested by COUNTY. At a minimum, and to the extent possible, information collected on each transaction shall include the data items listed in Technical Exhibit 12.3, 2-1-1 Documentation Data Fields.
- 7.9.2 CONTRACTOR shall maintain information in an electronic format that will allow the COUNTY to request, in addition to regular statistical reports, ad hoc reports and available data as needed.
- 7.9.3 Either electronically or manually, CRA shall prepare a data form for each transaction according to CRA standards and procedures established by CONTRACTOR.
- 7.9.4 Either electronically or manually, CRA shall prepare a data form for each follow-up according to CRA standards and procedures established by CONTRACTOR.

8.0 CONTRACTOR REPORTING PROTOCOLS

8.1 Transaction Data Collection and Management Reporting Requirements

- 8.1.1 CONTRACTOR shall provide COUNTY with Management Reports on the volume of 2-1-1 and general I&R calls received on other telephone lines, no later than 30 days after the last day of the subject month.
- 8.1.2 In addition to detailed reports of the overall service, CONTRACTOR shall identify within the Management Report the volume of calls referred, to the following departments, based on their program and services: DPSS, DCSS, DMH, DCFS, DPH, DHS and CEO.
- 8.1.3 CONTRACTOR shall maintain uniform reporting formats and maintain records for 2-1-1 and general I&R services (including, but not limited to homeless service referrals and resources), Elder Abuse Hotline, DMH, DCFS, DPH and DHS service calls, unincorporated area services including code enforcement, CEO DEP, and Countywide Emergency Hotline. A written record of complaints shall be maintained, not only for the purpose of documentation, evaluation and accountability, but also for needs assessment, training, and other planning purposes.

8.2 Uniform Reporting Format and Record Maintenance

CONTRACTOR shall maintain uniform reporting formats and maintain for 36 months, all transaction records for 2-1-1 and general I&R services (including, but not limited to homeless service referrals and resources), Elder Abuse Hotline, DMH, DPH, DHS, unincorporated area services including code enforcement, WorkSource California, CEO DEP, CEO HPRP, and Countywide Emergency Hotline.

8.3 Management Reporting Requirements

CONTRACTOR shall collect and provide the following information for each contracted Department in the monthly invoice no later than 30 days after the last day of the subject month:

- 8.3.1 Number of calls
- 8.3.2 Referrals to contract Departments provided to callers
- 8.3.3 Referrals to non-County agencies and non-contract Departments
- 8.3.4 Number of referrals received from contract Departments
- 8.3.5 Type of call (assisted, unassisted, etc. and code vs. unincorporated services when applicable)
- 8.3.6 Number of calls received from, and calls referred to the following County hotlines:
DMH ACCESS Center (800) 854-7771 Mental Health Hotline
DCFS Child Protection Hotline (800) 450 4000
- 8.3.7 Additional information may be needed for CEO Special campaigns, e.g. HPRP

8.4 Quarterly Reporting Requirements

CONTRACTOR shall collect the following data specific to foster care calls (*if provided by the caller*) and provide a summary report in the 211 quarterly report and within 5 business days when requested by the COUNTY.

- 8.4.1 Address/location of child (e.g. group home/foster care, relative care/parent's home).
- 8.4.2 Requested service
- 8.4.3 Gender of caller
- 8.4.4 City of residence
- 8.4.5 Age group of caller: 0 to 5; 6 to 15; 16 to 25 years
- 8.4.6 Service Problems (in place of Subjects/Topics of Request from exhibit 12.3)

8.5 Ad Hoc Reporting Requirements

8.5.1 CONTRACTOR shall collect and maintain information in a format that will allow the COUNTY to request ad hoc reports as needed and provided within 5 business days of such request. The following information about each call answered under the contract shall be collected if provided by the caller:

- 8.5.1.1 Telephone number of caller
- 8.5.1.2 Zip code of caller
- 8.5.1.3 City of Origin
- 8.5.1.4 Referral/s provided

- 8.5.1.5 Language required by caller
- 8.5.1.6 Date, time and duration of call
- 8.5.1.7 First time or Repeat caller
- 8.5.1.8 Source of Referral
- 8.5.1.9 Calls from service providers
- 8.5.1.10 Date of request
- 8.5.1.11 Type of referral provided
- 8.5.1.12 Agency/Organization referred
- 8.5.1.13 Name and phone number (if provided for survey or follow-up)
- 8.5.1.14 Gender of caller
- 8.5.1.15 Address of caller
- 8.5.2 CONTRACTOR shall collect and maintain information in a format that will allow the COUNTY to request ad hoc reports as needed and provided within 5 business days of such request. The following information shall be collected:
 - 8.5.2.1 Call volume by day of the week in hourly increments
 - 8.5.2.2 Daily service levels (average speed of answer) in hourly increments
 - 8.5.2.3 Call duration
 - 8.5.2.4 Call abandonment rate
 - 8.5.2.5 Call volume during after-hours
 - 8.5.2.6 System unavailability (downtime)
 - 8.5.2.7 Percent of calls answered in less than 60 seconds
 - 8.5.2.8 Total calls offered and handled

9.0 CALL VOLUME REQUIREMENTS

- 9.1 **CONTRACTOR shall have the capability of handling 31,250 I & R calls per month for health and human services as follows:**
 - 9.1.1 DPSS: 25,500 calls per month
 - 9.1.2 Elder Abuse and Dependent Adult Abuse:..... 2,000 calls per month

9.1.3	DMH:.....	1,250 calls per month
9.1.4	DCFS:	1,250 calls per month
9.1.5	DPH:	625 calls per month
9.1.6	DHS:	625 calls per month

9.2 CONTRACTOR shall have the capability of handling 2,500 I & R calls per month for unincorporated area services, including code enforcement.

9.3 Deduction for Insufficient Call Volume

CONTRACTOR shall handle a minimum of 250,000 calls per year (July 1 through June 30 unless otherwise specified). CONTRACTOR shall provide COUNTY written justification within five (5) business days for any projected call volume of less than 250,000 calls per year calculated utilizing monthly report data after 270 days have elapsed from the effective date of this Contract. CONTRACTOR shall include with written justification the method used to calculate the projected call volume. COUNTY shall review the call volume projection and shall have the option to update the call volume projection based on more recent call data. COUNTY shall review justification and if it is determined that the projected call volume of below 250,000 calls per year is unjustified, COUNTY shall deduct \$14.00 per call below the threshold of 250,000 calls per year. A final accounting shall be made at the end of the term of this Contract and any adjustment required to reconcile with the final accounting shall be made from the final monthly payment from COUNTY to CONTRACTOR required under this Contract.

This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this CONTRACT provided by law or as specified in the Performance Requirements Summary (PRS), and shall not, in any manner, restrict or limit the COUNTY's right to terminate this CONTRACT as agreed to herein.

9.4 CONTRACTOR shall have the capacity to handle up to 200 monthly calls for the WorkSource California Employer and Job Seeker line. Calls in excess of 200 calls in any given month will be billed at the per call rate of identified in Subsection 5.1 of the Agreement in addition to the minimum monthly fee.

10.0 COMMUNITY RESOURCE INFORMATION BANK (CRIB)

10.1 CONTRACTOR shall maintain an effective resource information database. This system consists of listings of private and public agencies and programs in the County of Los Angeles and whose services are directed toward the solution of problems relative to health and human services and unincorporated area services, including, but not limited to public safety and code enforcement. COUNTY shall retain ownership of the intellectual property (data) contained in the CRIB.

10.1.1 CRIB Database Maintenance

10.1.1.1 CONTRACTOR shall be responsible for maintaining the CRIB in accordance with criteria described hereunder.

10.1.1.2 Each agency/program listing will include:

- a. Name of agency and type of service provided.
- b. Application procedures.
- c. Criteria for service eligibility.
- d. Information concerning service availability, including hours, physical location, and notation if there are waiting lists.
- e. Fees or other costs to the client.
- f. Facilitating services which are available, such as translation or transportation.
- g. Geographic area served.
- h. Source(s) of financial support for the agency/program.

10.1.2 Program Indexing

CONTRACTOR shall index each program using CONTRACTOR Taxonomy. CONTRACTOR shall provide COUNTY with access to Taxonomy. COUNTY shall utilize Taxonomy in conjunction with COUNTY provision of CRIB information to COUNTY departments.

10.1.3 Annual Updates

CONTRACTOR shall perform, at a minimum, an annual update for each listed agency as follows:

10.1.3.1 A copy of every agency record in the database shall be sent to the respective agencies for verification and update annually. At least three (3) efforts shall be made, if necessary, to ensure that these records are received by the respective agencies and that CONTRACTOR has verified any changes to these records. These efforts shall include at a minimum:

- a. A mailing or electronic mailing to the agency.
- b. A follow-up mailing or electronic mailing if the agency does not respond to the first request.
- c. A follow-up telephone call if the agency does not respond to the mailing or electronic mailing and/or second request.

10.1.3.2 The date of the mailing(s) and the dates and results of telephone calls will be documented. If CONTRACTOR is unable to verify the database record with an agency, it may, at its discretion, delete the entry from the database and notify the affected COUNTY department(s), except where the affected COUNTY department is DPSS, no notification is required.

- 10.1.3.3 For those agencies that respond an updated entry will be completed and CONTRACTOR will notify the affected department(s), except where the affected COUNTY department is DPSS, no notification is required.
- 10.1.3.4 CONTRACTOR will review and edit entries to ensure that necessary changes have been made accurately.
- 10.1.3.5 Failure to conduct annual reviews of every agency listed in the resource database will result in a penalty of \$25 for each agency that is not updated.

10.1.4 Adding New Agencies

CONTRACTOR shall add new agencies to the database file by:

- 10.1.4.1 Mailing an *Agency Profile* form and an explanatory letter to newly identified agencies and performing follow-up, where appropriate, to ensure return of the completed forms. COUNTY department may submit to CONTRACTOR an *Agency Profile* form and documentation on behalf of an agency to fast-track addition request.
- 10.1.4.2 Checking the return *Agency Profile* form for completeness of information, reviewing any additional materials the agency may have sent, and making a determination as to the agency's eligibility for listing, in accordance with Inclusion Criteria as provided in Section 10.3 hereunder.
- 10.1.4.3 Completing a new CRIB entry.
- 10.1.4.4 Reviewing and editing new entries to ensure that all information has been entered accurately.
- 10.1.4.5 Sending a copy of the new entry to the agency and the affected department(s) with an explanatory cover letter.

10.1.5 Intermittent Changes

CONTRACTOR may be notified of agency changes needed by entities such as, but not limited to, COUNTY departments, referred members of the public, and the agency itself. CONTRACTOR shall make intermittent changes in CRIB agency/program entries by:

- 10.1.5.1 Contacting the agency to verify the identified changes.
- 10.1.5.2 Completing an updated entry.
- 10.1.5.3 Reviewing and editing changed entries, as needed, to ensure accuracy.
- 10.1.5.4 Should CONTRACTOR fail to update an intermittent change, a penalty of \$25 per omitted intermittent change shall be imposed.

10.1.6 Tracking System

CONTRACTOR shall maintain a tracking system sufficient to ensure appropriate follow-through on surveys, new entries, and changes and provide to COUNTY within five (5) business days.

10.1.7 On-Line Access

CONTRACTOR shall provide the CRA's On-Line Access to the CRIB via computer terminals and maintain an adequate hard copy back-up system.

10.1.8 Network Access

COUNTY and CONTRACTOR will determine an automated mechanism to transfer weekly updates to CRIB from CONTRACTOR to COUNTY in digital form via the internet within one month of the contract start. CONTRACTOR shall provide the COUNTY with a digital copy of the CRIB at a minimum once per contract year or as requested within 3 business days.

10.1.9 Hard Copy Products, Tape, and Electronic Versions of CRIB

In addition to On-Line Access described in SOW Sub-section 10.1.7, hard copy products, tape, and electronic versions of the CRIB shall be provided to COUNTY upon request. COUNTY shall be responsible for providing CRIB access to COUNTY departments. A hard copy version and an electronic version of the CRIB shall be provided at the termination of the Contract.

10.2 Information and Referral Resource File Inclusion Criteria and Referral Procedure

It is the function of CONTRACTOR to provide information about referrals to a broad range of health and human service and unincorporated area service agencies throughout the County of Los Angeles. It is the intent that CONTRACTOR employees will provide as much information as possible to individuals calling in order that the caller can make an informed decision as to the best resource(s) available to him or her. While CONTRACTOR employees will seek to give the most accurate and appropriate information and/or referrals possible, CONTRACTOR is not responsible for the quality of service delivered by any agency to which caller is referred. CONTRACTOR employees should always be sure that they do not put themselves in the position of recommending a particular agency.

It shall be CONTRACTOR's practice to maintain the CRIB with a comprehensive listing of resources of agencies and programs whose services are directed toward the solution of problems.

10.2.1 Licensing

Where licensing standards for a given field of service exist, only those agencies which meet these standards may be included in the file. These areas include: child care, residential treatment, board and care homes, group homes, hospitals and nursing homes/convalescent hospitals. First preference for referral will be given to functioning central "clearinghouse" organizations where they exist.

10.2.1.1 It will be the responsibility of DCSS, DMH, DCFS, DPH and DHS to inform the CONTRACTOR if a licensed facility is on a federal, State or County "Do

Not Refer" list. Updated lists will be provided to the CONTRACTOR on a quarterly basis.

10.2.1.2 Where licensing standards are not known to exist, CONTRACTOR will use one or more of the following guidelines to establish the validity of the agency's service:

- a. Evidence of an established service site.
- b. Demonstrated provision of service for a period of at least six (6) months.
- c. Evidence of community involvement in or oversight of program (e.g., Board of Directors, advisory committee, etc.).

10.2.2 Agency Validation

CONTRACTOR will use one or more of the following means in the validation process:

10.2.2.1 Site visit, face-to-face, or phone interview.

10.2.2.2 References from clients or affiliated professionals.

10.2.2.3 Consultation with other agencies in the same field of service or geographic proximity.

10.2.2.4 Verification with local law enforcement and/or consumer complaint agencies.

10.2.2.5 Consultation with the appropriate COUNTY department(s) for which services are being provided under this contract.

10.2.3 Special Circumstances

When special circumstances exist which are not effectively covered by the preceding guidelines, a responsible review panel shall be appointed by CONTRACTOR, which shall include the respective COUNTY department representatives and may include CONTRACTOR's Board of Directors. The review panel will make a determination about the appropriateness of inclusion of the agency in the CRIB on an individual basis.

10.2.4 Agencies Excluded From the CRIB

For a variety of reasons, including the general availability of publicly funded or low cost, not-for-profit programs in certain service categories and the difficulty in identifying a uniform standard of service quality for certain categories of service, CONTRACTOR shall not include in its file:

10.2.4.1 Employment agencies that are fee-based.

10.2.4.2 Mental Health and Counseling agencies which are not established as public or private non-profit organizations.

10.2.4.3 For-profit outpatient substance abuse counseling programs.

10.2.4.4 Individual practitioners of any type, including individual private providers or donors.

Contractor shall provide an Inclusion/Exclusion Criteria List to the COUNTY at the start of the contract period. Changes to the Criteria List shall be submitted to the COUNTY for approval. Requests for exceptions to these evaluation criteria may be submitted to the COUNTY for COUNTY review. The COUNTY shall have sole discretion in determining whether to exclude any agency that has requested an exception.

10.2.5 Agencies Included in the CRIB

For the following types/categories of service providers it will be CONTRACTOR's practice to list and refer to specialized referral services and professional associations which maintain current listings of individual practitioners:

10.2.5.1 Counseling/Psychiatric providers.

10.2.5.2 Medical providers.

10.2.5.3 Dental providers.

10.2.5.4 Legal providers.

Groups of individual practitioners who have incorporated under another name will be treated in the same manner as other individual practitioners (reference SOW Sub-section 10.2.4 above).

10.2.6 Non-Profit and Profit Agencies

CONTRACTOR may list both for-profit and non-profit agencies in all service categories except for those excluded as noted herein, following the validation process described in SOW Sub-section 10.3.2 above. CONTRACTOR employees may refer to for-profit agencies if non-profit agencies are not available in a particular geographic or service area, or if the caller specifically indicates that cost is not a factor. In all cases, callers will be informed when agencies to which they are referred are profit-making.

10.2.7 Non Discrimination in Services

No agency which denies service on the basis of color, race, religion, ancestry or nationality, which proselytizes as a condition of service, or whose service is illegal, will be included in CONTRACTOR's resource file.

10.3 CRIB Access and Response to Requests for Information

10.3.1 CONTRACTOR shall provide COUNTY with license to utilize Taxonomy utilized by CONTRACTOR to assist COUNTY in developing an application to provide access of

CRIB data to COUNTY departments for purposes of generating ad-hoc reports, developing directories, and other materials. There should be no license or fee to access the CRIB data which is the intellectual property of the COUNTY. This arrangement shall minimize the need for COUNTY departments to request CONTRACTOR to provide specialized materials. COUNTY departments will be responsible for contacting the CCA prior to making any special request of CONTRACTOR.

However, in no case shall the CONTRACTOR be expected or required to provide specialized services to COUNTY departments if:

10.3.1.1 The CONTRACTOR incurs any significant additional costs in providing such services; and/or

10.3.1.2 Financial resources and staff time required to fulfill the obligations of this Contract must be diverted in order to provide the service.

10.3.2 COUNTY and CONTRACTOR shall determine if additional costs of such service are significant, and whether or not financial resources and staff time must be diverted in order to provide such enhanced access.

11.0 ADDITIONAL RESPONSIBILITIES ASSOCIATED WITH ONGOING 2-1-1 OPERATIONS

11.1 Conciliation/Grievance/State Hearings

CONTRACTOR shall participate in conciliation, grievance, State and other public hearings upon request of COUNTY, including attendance by CONTRACTOR's staff and providing records and documents as necessary. Whenever possible, COUNTY shall provide CONTRACTOR with at least three (3) business days notice prior to such meetings.

11.2 Pilot Programs

Upon mutual agreement, COUNTY and CONTRACTOR, at no additional cost to COUNTY, may develop alternative means of providing I&R services.

TECHNICAL EXHIBIT 12.1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

12.1.1 Introduction

The PRS displays the major services that will be monitored on a quarterly basis during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided. All complaints/problems will be forwarded to the CCAs on a flow basis.

All listings of "required service" or "Standard" used in the PRS are intended to be completely consistent with the main body of this Contract and SOW, and are not meant, in any case, to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of the Contract and SOW. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of points.

The COUNTY expects a high standard of CONTRACTOR performance for the required service. CCA or its designee will work with the CONTRACTOR to help resolve areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

12.1.2 Performance Requirements Summary (PRS) Chart

The Performance Requirements Summary Chart is at the end of this exhibit and:

- 12.1.2.1 Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart);
- 12.1.2.2 Denotes the indicators used to determine that the Standards have been met (Column 2 of chart);
- 12.1.2.3 Defines the Standard of performance for each required service (Column 3 of chart);
- 12.1.2.4 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses penalty amounts and/or points (Column 4 of chart); and
- 12.1.2.5 Shows the amount of unsatisfactory performance indicator amounts and/or points that may be assessed for exceeding the AQL (Column 5 of chart). These indicators may serve as the baseline for assessing liquidated damages.

12.1.3 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR), Technical Exhibit 12.2, as follows:

- 12.1.3.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR will be issued.
- 12.1.3.2 If a CDR is issued, it will be mailed or hand carried, at CCA's discretion, to the Contract Manager or alternate.

- 12.1.3.3 Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action. A program for immediate corrective action of all failures of performance identified in the CDR shall be presented to COUNTY within ten (10) business days.
- 12.1.3.4 The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

12.1.4 Criteria for Acceptable or Unacceptable Performance

Determination of the number of defects that renders a service unsatisfactory:

- 12.1.4.1 The sample is selected at random so that it will be representative of the entire population. The sample is compared to the standard and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent or units of defects that can be accepted and still meet the contract Standard for satisfactory performance;

Lot Size - The total number of unit or services to be provided;

Sample Size - The number of units to be checked in a given time period; and

Acceptance/Rejection Numbers - the numbers which indicate whether the lot is acceptable or unacceptable.

- 12.1.4.2 The AQL for each sampling is taken from the PRS. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table or any other randomizer tool is used to determine the sample.
- 12.1.4.3 The Unsatisfactory Performance Indicator (UPI) points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1,000, with an AQL of 10 percent (10%), allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 5 points per incident are to be assessed, the following formula is used:

- ☐ $12 \div 100$ (sample size) = 12%
- ☐ $12\% - 10\% = 2\%$ over the AQL
- ☐ $12\% \times 1,000$ (lot size) = 120 (# of unacceptable discrepancies)
- ☐ 120×5 (UPI Points) = 600

- 12.1.4.4 When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may still desire the service be properly performed prior to the next scheduled performance review.

12.1.5 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of UPI, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

12.1.6 Unsatisfactory Performance Remedies

When CONTRACTOR performance does not conform to the requirements of the contract, COUNTY shall have the right to apply the following nonperformance remedies:

- 12.1.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 12.1.7.2 Assess penalty amounts and/or points for each UPI points per month that exceeds the allowable AQL.
- 12.1.7.3 Suspend or cancel the Contract for systematic, deliberate misrepresentations or in the event the total UPI points exceed one thousand (1,000) points in any one calendar month.

This does not preclude COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Contract Section 8.45, Termination for Convenience of COUNTY, herein above.

- 12.1.7.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
Quality Control (QC) <u>Sections: 1.4, 1.5</u>	Contractor maintains QC Plan, monitors and reviews records.	QC Plan provided to CCA at contract start up, revisions provided as requested by CCA. File of QC and monitoring review records maintained and provided as requested by CCA.	None	50 points per day late, 5 points per item deficient.	Quality Control Plan submitted at start up. Contractor to document all complaints and forward to DPSS on a flow basis.
Call Recording <u>Section 1.4.2</u>	CONTRACTOR shall record all 2-1-1 calls.	CONTRACTOR shall record all calls and place a message notifying callers that calls may be monitored and recorded. CONTRACTOR shall maintain an archive of recorded calls for up to one year.	None None	500 points per non-operational system 500 points per non-operational system	Administrative Function Provide statement in compliance with SW Statement 1.4.2. Copy of 211 Quality Assurance Menu Script will be provided during the 1st quarterly review only unless changes are made.
Required Notices <u>Section: 4.5</u>	Required Notices Posted at Contractor's Facilities	<i>Equal Employment Opportunity</i> and the State-approved Non Discrimination in Services poster, <i>Equal Under the Law</i> , posted in Contractor's facilities, where they are easily accessible to Contractor's employees.	None	15 points per un-posted notice	Administrative Function Provide statement in compliance with SW Statement 4.5.
Information & Referral Services <u>Sections: 5.1, 5.1.5</u>	The 2-1-1 I&R program provides immediate response and accurate information pertinent to the request, special attention to crisis calls with as-needed follow-up to all calls, is accessible to all persons (including the deaf and non-English-speakers) in all areas of the County (land line phones) through 2-1-1 and is operational 24 hours per day, 365 days per year.	At least fifty per cent (50%) of its direct service staff are bilingual and shall have the ability to respond to Spanish-speaking callers twenty-four hours, seven days a week. CONTRACTOR shall use the IVR Menu System's language assessment feature to route calls to appropriate CRA language skill sets or as a means of initiating a link or conference call to a language interpretation service. CONTRACTOR shall maintain a Telecommunications Device for the	None None	10 points for each percentage point fewer than 50 percent. 500 points per non-operational system, 30 points per validated complaint.	Administrative Function (Exhibit B, Bilingual CRA I&R) Administrative Function Provide statement in compliance with SW Section 5.1.5, p. 13.

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
<u>Section: 5.1.2</u> <u>Section: 5.1.3</u>		Deaf (TDD) machine in order to ensure the hearing impaired have access to I&R. Accessibility is measured by statistics indicating 2-1-1 I&R Services are effectively delivered to County residents. Eighty percent of calls shall be answered within one minute (excluding the period within 72 hours of a 2-1-1 DPH PSA) , if call volume is within overall contracted levels. Crisis calls received are to be given special handling. Contractor staff shall provide follow-up, as needed, within five (5) business days to verify the crisis was satisfactorily addressed by the referred resource.	None None None	\$14.00 per each I&R phone call below 250,000 annual 2-1-1 or general I&R phone calls. 50 points for each percentage point fewer than 80 percent. 100 points per validated complaint.	Service Levels Report (monthly) Service Levels Report (Monthly) Crisis call log with accompanying documentation
	24-Hour Toll Free Hotline with 2 Lines for the Public and 1 Line for Adult Protective Services (APS) Staff Maintained	24-hour Hotline maintained with immediate priority response given to callers. Suspected cases of elder abuse and dependent adult abuse are referred to Adult Protective Services according to established protocols. Calls from persons mandated to report suspected cases of elder abuse and dependent adult abuse are referred to APS pursuant to W&I Code Section 15630. Copy of completed telephone Transaction Sheet for each call received on Hotline photocopied and mailed to County within 5 working days.	None 5%	100 points per validated complaint 50 points per late/no Transaction Sheet	Monthly management report at the front of the quarterly report binder contains referral information. A 1% random sample of quarterly transactions available for review upon request by the CCA.
	Cultural Awareness and Sensitivity Training Provided, and Child Abuse Reporting Responsibilities	Cultural awareness and sensitivity training provided to all Contractor staff; training on child abuse reporting responsibility to all Contractor staff.	None	15 points per Contractor staff not provided training/shown video tape upon site visit.	Number/percent of employees completed training reported in the quarterly training report.
<u>Section: 4.4.2, 5.4, 12.5</u>					

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
Code Enforcement and CEO DEP Hotline <u>Section: 5.7</u>	A 24-hour toll-free COUNTY Code enforcement information and referral line for unincorporated area residents. Operational from 7:00 a.m. to 7:00 p.m. with an after-hours IVR Menu System.	Provides as needed multilingual response. Provides accurate information pertinent to the request for services. An IVR Menu System will be operational as needed.	None	500 points per non-operational system, 30 points for each validated complaint.	Administrative Function Provide statement in compliance with SW Statement 5.7.1, 5.7.2, p. 17. The IVR menu schematic to be provided in first Quarterly report of the contract and will not be provided again unless changes to the IVR menu occurs.
		Eighty percent of calls to be answered within one minute, if call volume is within overall contracted levels.	None	50 points for each percentage point fewer than 80 percent.	Reference service level reports at section 5.1.2
		Follow-up with a minimum of 10% of calls in order to assess the quality of services provided by referral departments. Contractor will provide a monthly report of survey calls indicating the number of caller contacted, the number of caller satisfied with the quality of services provided by both the Contractor and the County.	None	100 points for failure to monitor, and/or provide required statistical reports.	Service Level (monthly) and Calls Handled (monthly)
<u>Section: 5.8</u>	Toll-Free number to provide COUNTY CEO with a call-in center for CEO staff following a local or regional disaster or building closure.	CEO DEP feature shall be made available within three (3) hours of notification and confirmation.	None	500 points for each inoperable system. 100 points per hour late.	Administrative Function Provide statement in compliance with SW Statement 5.8. . IVR schematic to be provided in 1 st quarter report only unless changes are made.
	Countywide Emergency Hotline will reserve 800-980-4990, menu driven public information hotline that will provide the public with essential information on how to prepare in advance for disasters and the agencies to contact for assistance when a disaster occurs.	Hotline number will be reserved and information updated	None	500 points per non-operational system, 30 points for each validated complaint.	Administrative Function Provide statement in compliance with SW Statement 5.9

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
Staff Orientation/ Training, Ongoing Training <u>Section: 6.0</u>	New CRAs Training Curriculum Provided to CCA	CRAs and Resource Writers must receive orientation and training consistent with achieving certification through the Alliance of Information and Referral Systems (AIRS) and compliance with sections 1.4 and 4.4. CRAs and Resource Writers must maintain their AIRS certification throughout the term of this agreement.	None	300 points per each untrained CRA upon site visit.	Number/percent of all new CRAs who have completed training. Please provide information by type of training and when training occurred.
<u>Section: 1.4.6</u>	Ongoing training follow up	Contractor shall monitor a minimum of 2 calls per CRA per week to assess the quality of CRA training levels.	None		Quarterly training monitoring report
<u>Section: 1.5.3</u>	Ongoing training follow up monitoring report.	Contractor shall provide a training monitoring report to the CCA or designee on a quarterly basis	None		Quarterly training monitoring report
Provide Follow-up <u>Section: 7.8</u>	Provide service-related follow-up calls each month.	Provide service-related follow-up on a randomly selected sample, with a sample size as determined by section 12.1.3.3, of information calls each month to check the accuracy of the information given, identify service gaps and update the CRIB.	None	100 points for failure to monitor, and/or provide required statistical reports.	Quarterly Follow-Up Report
Data Form Preparation <u>Section: 7.9</u>	Data Form (Transaction Sheet) Prepared for Each Transaction	Prepare a Transaction Sheet for each information and referral transaction according to standards and procedures set by CONTRACTOR.	None	50 points per omitted Transaction Sheet.	A random sample of 20 transaction sheets (monthly) available at the request of the CCA.
Statistical Reporting <u>Section: 8.2</u>	Statistical Reporting and Accounting Responsibilities Maintained	Uniform reporting formats and records maintained 36 months for 2-1-1 and general I&R services (including, but not limited to homeless service referrals and resources), Elder Abuse Hotline, DMH, DCFS, DPS and DHS service calls, unincorporated area services including code enforcement, CEO DEP, WorkSource California, CEO HPRP, and Countywide Emergency Hotline.	None	30 points error/omission	Administrative Function; Provide statement in compliance with SW Statement 8.2 in 1 st quarter report only unless reporting formats are changed..

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
Reports Provided to COUNTY on the Monthly Call Metrics <u>Section: 8.0</u>	CONTRACTOR provides the County with a monthly report on the volume of 2-1-1 and general I&R calls received on other telephone lines.	CONTRACTOR provides the County with a monthly report on the volume of 2-1-1 and general I&R calls received on other telephone lines no later than 30 days after the last day of the subject month. CONTRACTOR includes in the report the volume call trend for all prior months including monthly percent changes to the call volume. In addition, CONTRACTOR identifies within the monthly report the volume of calls referred, unassisted and assisted, to the following departments and or the programs sponsored by these departments or facilities operated by these departments: a. Department of Public Social Services b. Department of Health Services c. Department of Public Health d. Department of Mental Health e. Department of Children and Family Services f. Community and Senior Services g. Chief Executive Office	None	50 points per late report. 50 points per omitted Department	County of Los Angeles 2-1-1 and Specialized Services Invoice (monthly) Monthly Management Report at the front of the Quarterly Report binder.
Community Resource Information Bank (CRIB) <u>Section: 10.0</u>	Effective Resource Information System Maintained	CONTRACTOR maintains a resource information system whose database entries are correctly indexed, and updated annually and as identified changes occur. Database consists of listings of private and public agencies and programs which provide charitable and social services in the County and whose services are directed toward the solution of human services problems.	2%	300 points per non-operational system; \$25 per each agency not updated annually upon inspection.; \$25 per intermittent change not updated in the CRIB upon inspection.	Record of updated resource information as reflected in the Monthly Management Report – Resource Department section.) Provide document explaining process for updating and maintaining CRIB (CRIB Tracking System in SW, Section 5.1.4, p. 13 and 10.1.1 p. 27.).

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
Tracking System Section: 10.1.6	Operational Tracking System Maintained	A Tracking System maintained which is sufficient to ensure appropriate follow-through on surveys, new entries and changes.	None	20 points incidence of non-operational tracking system upon inspection	Record of updated changes as reflected in the Monthly Management Report – Resource Department section
Hard Copy Products and Tape Versions of CRIB File Section: 10.1.9	Hard Copy Products and Tape Versions Available Upon Request	Hard copy products, tape, and electronic versions of the CRIB file shall be provided to COUNTY upon request. COUNTY shall be responsible for providing CRIB access to COUNTY departments. A hard copy version and an electronic version of the CRIB file shall be provided at the termination of the Agreement.	None	250 points per incidence of non-compliance.	Provide electronic version of CRIB. SW 3.4, p. 8; 10.1.9 p. 29; and
Non-Profit and Profit Agencies Section: 10.2	For-Profit and Non-Profit Agencies Listed	Both for-profit and non-profit agencies in all service categories except for those excluded in Section 10.2 may be listed; CRAs may refer to for-profit agencies if no non-profit agencies are available in a particular geographic or service area, or if caller specifically indicates that cost is not a factor; callers will always be informed when agencies to which they are referred are profit-making.	5%	20 points per validated complaint	Number/percent of for-profit and non-profit agencies referred by service category as reflected in the Monthly Management Report – Resource Department section. (monthly)
CRIB Access and Response to Requests for Information Section: 3.4, 10.0, 10.1.2, 10.1.8, 10.3		CONTRACTOR to provide COUNTY with access to CRIB. COUNTY shall utilize Taxonomy for use with providing CRIB access to COUNTY departments.	None	250 points for failure to provide COUNTY access to CRIB. 250 points for failure to provide the COUNTY access to Taxonomy upon request	Provide electronic version of CRIB. Provide Taxonomy to CIO for access by COUNTY depts.
Conciliation/Grievance/ State Hearings Section: 11.1	Participation in Hearings	Participate in conciliation, grievance, State and other public hearings upon request of County, including attendance by Contractor's staff and providing records and documents as necessary.	None	20 points per failure to participate	N/A

TECHNICAL EXHIBIT 12.2
CONTRACT DISCREPANCY REPORT

TECHNICAL EXHIBIT 12.2
CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES:

Prepared:

Returned by Contractor:

Action Completed:

DISCREPANCY PROBLEMS:

Signature of CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of CCA

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of CCA

Date

COUNTY ACTIONS:

CONTRACTOR NOTIFIED OF ACTION:

CCA's Signature and Date

Contract Representative's Signature and Date

R110209

TECHNICAL EXHIBIT 12.3

2-1-1 I&R DOCUMENTATION DATA FIELDS

TECHNICAL EXHIBIT 12.3

211 I&R DOCUMENTATION DATA FIELDS

Data Elements to be Collected

Preferred Language

I&R by program: DPSS, DCSS, DMH, DCFS, DPH, DHS and Unincorporated Area
Services by program, including code enforcement

Additional Elements may be Gathered for these Calls

City of Origin

Zip Code

First time 2-1-1 Caller or Repeat Caller

Source of Referral to 2-1-1

Calls from Service Providers

Subject(s)/Topic(s) of Request

Date of Request

Type of Referral Provided

Agency/Organization Referred

Name and Phone Number (for survey or follow-up)

Medi-Cal or indigent

Male or female

Child, Adult or Older Adult Age Categories

Specialty Language or Request for Interpreter

TECHNICAL EXHIBIT 12.4
ELDER ABUSE HOTLINE PROTOCOLS

ELDER ABUSE HOTLINE PROTOCOLS

Los Angeles County Department of Public Social Services (DPSS) contracts with 211 LA County to provide a 24-hour toll-free hotline to facilitate the reporting of elder (65 and older) and dependent adults (18-64) in abusive and endangering situations. Although the hotline has been advertised as the Elder Abuse Hotline, it is currently transitioning to 4-R-Seniors Hotline. However, all reports of dependent adult (18 years or older) abuse or self-neglect will be referred to Los Angeles County Community and Senior Services (CSS) Adult Protective Services (APS) for investigation and intervention. Dependent adults include persons who are physically or mentally impaired, in extremely poor health, who may become endangered by their own inability to act or by another's actions or refusal to act.

Calls to the Elder Abuse Hotline (800) 992-1660 or 4-R Seniors Hotline (877) 477-3646 (collect calls are acceptable from out of state) are designated on the telephone display as "Elder Abuse" or "4-R Seniors". These calls are routed through split three and take priority over 211 LA County calls. Elder abuse situations on 211 LA County lines will be handled by the advisor who receives the call (they should not be referred or transferred to the Elder Abuse Hotline).

Once it is determined that the inquirer meets the eligibility for APS services, it is important to assess if the call is emergent or non-emergent using the following guidelines. If it is difficult to determine, consult with a supervisor.

LIFE-THREATENING/EMERGENT SITUATIONS REQUIRING LINKAGE TO APS OR AN OMBUDSMAN PROGRAM

Callers in imminent danger should be referred to, or connected to 911 in order to receive Fire, Paramedic, Police or Sheriff Services. It is normally 211 LA County's protocol to ascertain whether a caller is capable of dialing 911, and if so, ask him/her to do so. This course of action will result in a more rapid response from emergency services. However, advisors must remain cognizant that Hotline callers may be older and possibly confused. Therefore, extra assessment may be required to determine if the caller can indeed call 911. If possible, the advisor should get the inquirer's name and phone number. This will allow for immediate follow-up to ensure that the inquirer did connect with emergency services and for reporting the situation to APS or Ombudsman.

As always, our first priority is the inquirer's safety LIFE-THREATENING/ EMERGENT situations include, but are not limited to those in which the inquirer is reported to be:

- Unconscious, immobilized, or in severe pain and in need of immediate medical attention or hospitalization
- Tied, chained, locked up or otherwise physically restrained or confined
- Severely malnourished or dehydrated
- Exposed to a life-threatening health or safety hazard and/or
- Physically or sexually assaulted

ELDER ABUSE HOTLINE PROTOCOLS

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NON-EMERGENT SITUATIONS REQUIRING LINKAGE TO APS

Inquirers in need of APS services are referred to the APS Centralized Intake Unit (CIU). Situations in which APS intervention is required include, but are not limited to, those in which the inquirer is reported to be:

- Threatened with imminent eviction due to inability to manage finances.
- Threatened with imminent and serious financial loss due to exploitation by another or inability to handle finances.
- Deprived of adequate food or clothing.
- Unable to obtain or utilize needed medical or psychiatric care.
- Living in conditions, which present a serious chronic or health or safety hazard.
- Subjected to threats, harassment, or other forms of psychological abuse.
- Neglected by others or neglecting self.

HANDLING ELDER ABUSE HOTLINE CALLS MONDAY THROUGH FRIDAY 8 A.M. TO 5 P.M.

Once you have made an assessment and have determined that the call is an appropriate APS call and either emergent or non-emergent you will need to determine how to handle the call.

EMERGENT calls should be handled as follows:

- ALL EMERGENT calls must be called into APS CIU supervisor or back up.
- If you do not reach anyone at APS CIU note that on the transaction and fax (APS fax number is programmed on the 211 LA County fax machine) the report immediately.
- If you are unable to determine if the call is emergent, please consult with a supervisor.

NON-EMERGENT calls should be handled as follows:

- All non-emergent calls should be faxed immediately before answering another call.
- Mandated reporters calling Monday through Friday, 8:00 a.m. to 5:00 p.m., may fax all reports to APS CIU at (213) 738-6485. However, if a mandated reporter insists on making a verbal report, advisors must accept the report and process accordingly. Mandated reporters are then instructed to mail the original report to
Community and Senior Services Adult Protective Services, 3333 Wilshire Blvd.,
Suite 400, Los Angeles, CA 90010.

Elder Abuse Hotline Protocols

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HANDLING ELDER ABUSE HOTLINE CALLS AFTER HOURS, WEEKENDS AND HOLIDAYS

Calls received Monday through Friday, 5:00 p.m. to 8:00 a.m., weekends and holidays are handled differently. All reportable calls of abuse regardless of the type of abuse must be verbally reported to an APS after hour duty worker. The schedule of APS after hour duty workers can be found in the APS handbook. Mandated reporters calling after hours do not fax their reports to APS CIU. We are required to accept their reports verbally. After verbally reporting, mandated reporters are instructed to mail their written report to APS CIU.

Once you have determined the call is reportable and have completed the report you need to do the following:

- Refer to the APS after hour duty worker schedule. The schedule will determine whom to contact for your report.
- When reporting give worker the pertinent information and your transaction number. The worker will contact the caller if necessary.
- In call notes, document the worker's name and time contact was made.

CONSULTATION WITH APS IN NON-LIFE THREATENING/NON-EMERGENT SITUATION - NIGHTS WEEKENDS AND HOLIDAYS

APS after hour duty workers are available weekdays from 5:00 p.m. to 8:00 a.m., on weekends, and holidays. They provide telephone intervention in the following situations:

- When advocacy is required. If a 211 LA County advisor feels strongly that emergency services such as police, paramedics, etc. are required, but the appropriate authorities have not responded, the advisor may request the APS duty worker to intervene. The APS duty worker will determine if emergency service intervention is necessary and assist with advocacy.
- When consultation is needed. An advisor may feel there's nothing further to be done for a caller, but may want to validate his/her perceptions by discussing the situation with the APS duty worker. Or, the advisor may be having a very difficult time communicating with a caller who is confused or otherwise incoherent and feeling that a second opinion regarding what is happening would be helpful.
- When an inquirer needs immediate help mobilizing his/her own resources. For example, an inquirer may have relatives or friends who need to be contacted on his/her behalf. The APS duty worker will make these calls.
- To assist potential perpetrators: When a potential perpetrator who has abused or is feeling s/he is about to abuse an elderly or dependent adult and needs to diffuse their feelings but is not ready to make a report. The APS duty worker is

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available to talk to the caller. It is appropriate to discuss the situation with the APS duty worker and, with their permission, transfer the call.

- When a mandated reporter wishes to consult with APS.
- When a caller is insistent. If a caller insists that we accept a report that does not meet the elder abuse hotline protocol you should always link the caller with the APS duty worker. It is not necessary to challenge a caller who does not understand why the report is inappropriate. The APS duty worker will determine the outcome of the call.

The APS duty workers need to be contacted based on the after-hours schedule. If there is no answer, call the pager number. If there is no response within fifteen minutes document lack of response on report and call the back-up duty worker. There may be occasional calls when it is not safe or feasible for the inquirer to wait for a call back. In these situations, the advisor should keep the caller on the line; if neither of the duty workers are available again document the lack of response on the report and contact the supervisor.

If the supervisor is not available, advisors should contact the after hours coordinator. It is anticipated that these instances will be extremely rare. The phone numbers listed for the duty workers, supervisors, and administrative staff, are home telephone numbers that are confidential for 211 LA County advisors use only. If an APS duty worker requests the phone number for any other APS staff, the advisor must get permission from the APS staff person before releasing the phone number. (NEVER GIVE INQUIRERS THE NUMBERS LISTED ON THE AFTER-HOURS SCHEDULE)

LINKAGES TO OMBUDSMAN PROGRAMS

Callers who want to report abuse of a dependent or elderly person who resides in a licensed long-term care facility should be referred to the LONG-TERM CARE OMBUDSMAN PROGRAM. This is the agency that is mandated by the State to respond to complaints of suspected abuse that occur in any type of licensed long-term care facility.

Whenever possible, it is best to link the caller directly with the Long-Term Care Ombudsman agency. If this is not possible, advisors must do a thorough assessment so that they will be able to describe the situation to Ombudsman representative. Be sure to get the name, address, city, and the phone number of the facility being reported. Information of the person who is allegedly being abused, and the name of the perpetrator must be documented in the APS call notes.

Ombudsman agencies are listed in PRISM under Long-Term Care Ombudsman. While there are a number of local offices that provide various services, all calls should be referred only to (800) 334-9473.

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The administration office takes the report and ensures that action is initiated. Only calls that relate to situations outside Los Angeles County should be made to the Crisis Line, which is located in Sacramento.

Los Angeles County Ombudsman: (800) 334-9473 (all areas)

Crisis Line: (800) 231-4024 (areas outside of LA County)

SPANISH/OTHER LANGUAGES CALLS

Advisors who receive a call in a language in which s/he is not proficient, need to request assistance from a co-worker who can handle the call. If no one is present with that language capability, consult with a supervisor. As a last resort, use the Language Line. Calls should NEVER be transferred to the Spanish split.

HANDLING FOLLOW-UP CALLS ON PREVIOUS APS REPORTS

For follow-up information on previous reports callers may contact APS CIU supervisor or back up. In cases where the inquirer's situation has changed or there is a new reporting party, a new report must be generated and processed as a completely new report. If available, please indicate on the new report the date of the original report and transaction number for reference.

REQUEST FOR SPEAKERS OR LITERATURE

Callers requesting elder abuse literature or an APS packet of reporting forms should be referred to the California Department of Justice at (916) 371-1974. To obtain any single forms contact Los Angeles County Area Agency on Aging at (800) 510-2020. Callers requesting speakers or trainers on elder abuse issues contact the APS training coordinator at (213) 639-6370.

REQUEST FOR I & R

If a call is received on the Elder Abuse Hotline, which is inappropriate, the caller should be given information regarding the 211 LA County number. It is anticipated that some calls, which come in on the Elder Abuse Hotline, will concern elders or dependent adults, but will not actually involve abuse or neglect. Such calls would not be referred to APS. The advisor should then make the appropriate referrals to various resources in the community even though they are not APS related.

TECHNICAL EXHIBIT 12.5
CHILD PROTECTION HOTLINE PROTOCOLS

CHILD PROTECTION HOTLINE & COUNTY 211: INFORMATION & REFERRAL CALLS

All Los Angeles County reports of alleged child abuse, neglect, and/or exploitation are generated by calling the DCFS Child Protection Hotline at 1(800) 540-4000. In addition to these reports, the Child Protection Hotline receives calls from the general public seeking various types of information not related to reporting child abuse, neglect, or exploitation. These requests normally include requests for information regarding and/or referral to various community resources including child care, legal guardianship assistance, parenting classes, counseling, and/or foster care licensing. In addition, the Child Protection Hotline receives calls from mandated reporters requesting Suspect Child Abuse Report forms.

PROCEDURES

The Child Protection Hotline is in operation 24 hours per day, seven days per week and is reached by dialing 1(800) 540-4000. Callers to the Child Protection Hotline are greeted by the Child Protection Hotline's Interactive Voice Recognition (IVR) system. This system provides callers with a menu of automated options, prompting callers to press "5" if they are seeking information and referral services. By pressing "5" on their telephone keypad, callers are seamlessly transferred to County 211 by the IVR system.

Upon transfer from the Child Protection Hotline IVR system to County 211, trained 211 operators are to answer and screen each call per the following protocols:

A. When: Information presented by a caller does not involve issues of child abuse, neglect, or exploitation*

Who	Action
211 Operator	Provide callers with requested information and/or referrals

B. When: Information presented by a caller does involve issues of child abuse, neglect, or exploitation*

Who	Action
211 Operator	Establish a three-way call between the 211 Operator, the caller, and the Child Protection Hotline by calling (800) 540-4000.
211 Operator	Remain on the line in order to verify that linkage has been made between the caller and a Child Protection Hotline Intake Evaluator.
211 Operator	Assist in explaining the situation to the Intake Evaluator if necessary.

CHILD PROTECTION HOTLINE & COUNTY 211: INFORMATION & REFERRAL CALLS (continued)

C. When: Information presented by a caller involves issues of child abuse, neglect, or exploitation but the caller refuses to participate in filing a child abuse report*

Who	Action
211 Operator	Contact the Child Protection Hotline by calling 1(800) 540-4000 and file a suspected child abuse report.

D. When: Caller requests Suspected Child Abuse Report forms

Who	Action
211 Operator	(213) 639- 4499 OR (213) 639-4870

**The Child Protection Hotline has provided mandated reporter training to County 211 operators.*

REQUIRED MANAGEMENT REPORTS

211 shall provide DCFS with a monthly management report addressing utilization patterns with its monthly invoice. This report shall include, but may not be limited to:

- Number of calls that were transferred from the Child Protection Hotline to 211
- Referrals provided
- Referrals made to Hotline.

CHILD PROTECTION HOTLINE (CPH): BASIC RESPONSIBILITIES

DATE OF ISSUE:	11/20/02
APPLICABLE TO:	CPH Children's Social Workers (CSWs) and Their Supervising Children's Social Workers (SCSWs)
LEGAL BASIS:	State Regulation-Division 31-100
RELATED POLICY RELEASE(S):	Procedural Guide 0100-525.10, Interstate Compact on the Placement of Children (ICPC) Procedural Guide 0050-501.15, Cross-Reporting Responsibilities When a Report of New Allegations is Received at the Child Protection Hotline Procedural Guide 0050-503.15, Child Protection Hotline (CPH): Determining Response Time Procedural Guide 0050-503.20, Child Protection Hotline (CPH): Classification of Allegations Procedural Guide 0050-503.75, Child Protection Hotline (CPH): Requests for Emergency Medical Consent Procedural Guide 0050-504.05, Referral Assignment Criteria Procedural Guide 1000-504.75, Inter-County Transfer (ICT) Documentation
NON-CWS/CMS FORM(S):	CSW Information/Consultation Call SDM Response Tools: Neglect Tree, Physical Abuse Tree, Sexual Abuse Tree, Emotional Abuse Tree and Caretaker Absence/Incapacity Tree
CWS/CMS FORM(S):	Emergency Response Document Screening Narrative SS 8572, Suspected Child Abuse Report (SCAR)
SUPERSEDES AND CANCELS	Procedural Guide 0050-502.10, Child Protection Hotline (CPH): Basic Responsibilities, dated August 27, 2002

All requests for child protective services on new or existing cases are directed to the Child Protection Hotline (CPH) for initial assessment. These referrals involve allegations of suspected child abuse, neglect and/or exploitation and may be received telephonically, in writing or in-person. The CPH also provides brief consultation to the public on child abuse issues and referrals, and, when appropriate, to resources other than DCFS. In addition, the CPH is responsible for directing requests for inter-county transfers (ICTs) and Interstate Compact for the Placement of Children (ICPC) services to the Out-of-County Services Unit. The CPH also receives requests for after hours emergency medical consent for children and follows the procedures defined in **Procedural Guide 0050-503.75, CPH: Requests for Emergency Medical Consent**.

Although the CPH receives the majority of its referrals from agencies and persons outside of DCFS, any employee of DCFS who, within the scope of his/her employment, observes or receives a report of abuse, neglect, caregiver absence/incapacity or exploitation from a source other than the CPH, shall contact the CPH to make a referral.

The CPH operates 24 hours a day, seven days a week and can be reached at the following telephone numbers: 1 (800) 540-4000 within California, 1 (213) 639-4500 outside of California, 1 (800) 272-6699 TDD.

A. WHEN: THE CPH CREATES A REFERRAL

WHO	HOW
CPH CSW	<ol style="list-style-type: none"> 1. Complete the Client Notebook for all: <ol style="list-style-type: none"> a) adult members of the household b) absent parents c) children in the family, including, if appropriate and available, the name and address of the school d) identified perpetrators. 2. Complete the Screener Narrative. <ol style="list-style-type: none"> a) Describe the incident. b) Document the following factors: <ul style="list-style-type: none"> • date and time of incident • whereabouts of all parties involved • the severity and frequency of the precipitating incident • location and description of injury on the child's body • history of allegations for all household members • age of the child/ victim(s) • vulnerability, special circumstances, behavior of the child/victim(s)

WHO	HOW
CPH CSW	<ul style="list-style-type: none"> the child/victim(s)' interaction with caregivers, siblings and peers the caregivers' ability to protect and care for children the caregivers' interactions with others the caregivers' parenting skills and mental health issues the caregivers' history of substance abuse domestic violence, and/or criminal behavior the family's support systems presence of a parent substitute suspected perpetrator(s) identity information from collateral contacts witnesses to the incident history of prior reports on the family by the same reporter environmental conditions family strengths and support systems.
	3. Create separate referrals for separate families.

B. WHEN: REPORTS OF SUSPECTED CHILD ABUSE, NEGLECT, OR EXPLOITATION ARE RECEIVED AT THE CPH

WHO	HOW
CPH CSW	<ol style="list-style-type: none"> Determine the case status of the child(ren) by searching the CWS/CMS database. Create a new referral when:

WHO	HOW
CPH CSW	<ul style="list-style-type: none"> a) the allegations were not previously reported, (either in person, in writing or verbally); or b) the report was previously received from a different reporter regarding the same incident; or c) there are new allegations on an open case. <p>3. If the report is received in written form, determine if this allegation was previously reported telephonically by the same reporter by doing the following:</p> <ul style="list-style-type: none"> a) Search the CWS/CMS database. b) If the referral was previously made, write the original referral number, date of the original referral, response time, office location and the name of the assigned CSW on the written report. c) Forward the written report to the clerical support staff who will forward it to the assigned CSW. <p>4. Complete the Information/Consultation Call Template when:</p> <ul style="list-style-type: none"> a) The telephone inquiry involves no allegations; b) CPH consults with, and/or provides information, resources or referrals to the public; or c) CPH receives information on an open referral/case (e.g., child ran away, call from relatives concerning a DCFS-supervised child not involving abuse, neglect and/or exploitation); or d) CPH receives an inquiry from a non-related legal guardian requesting financial assistance. <p>5. Conduct an initial assessment of the allegations according to existing procedures. See Procedural Guide 0050-503.20, Child Protection Hotline (CPH): Classification of Allegations.</p>

WHO	HOW
CPH CSW	<ol style="list-style-type: none"> 6. Determine if an in-person response is necessary using the appropriate abuse allegation tool. See Procedural Guide 0050-503.20, Child Protection Hotline (CPH): Classification of Allegations and Procedural Guide 0050-503.15, Child Protection Hotline (CPH): Determining Response Time. 7. Determine to which regional office the referral or Information to CSW should be mapped, even if the referral will be evaluated out or served by Emergency Response Command Post (ERCP). See Procedural Guide 0050-504.05, Referral Assignment Criteria. 8. If the allegations are cross-reportable: <ol style="list-style-type: none"> a) Determine which law enforcement agency has jurisdiction over the crime. b) Create a SCAR addressed to that agency. c) Cross-report to that agency per existing procedures. See Procedural Guide 0050-501.15, Cross-Reporting Responsibilities When a Report of New Allegations is Received at Child Protection Hotline. 9. Printout the referral (Emergency Response Document and Screener Narrative) and all SDM abuse allegation tool(s). Attach the SDM tools to the referral and forward to the SCSW for approval.
CPH SCSW	<ol style="list-style-type: none"> 1. Review the Information/Consultation Call Template for quality control. <ol style="list-style-type: none"> a) If no allegations are involved, send the form to clerical support staff for filing; or b) If the referral is open, send the form to the current CSW; or c) If the inquiry is from a non-related legal guardian requesting financial assistance, send the form to the appropriate Regional Office for assignment.

WHO	HOW
CPH SCSW	<ol style="list-style-type: none"> 2. Review the referral and the SDM abuse allegation tool(s) used by the CSW for thoroughness and accuracy. <ol style="list-style-type: none"> a) Confirm that the CSW completed the referral as specified in CSW Steps 1.-9. above. If not, take action to correct the referral; b) Approve the referral manually and electronically; c) Assign the referral as appropriate.

C. WHEN: REQUESTS FOR EMERGENCY MEDICAL CONSENT ARE RECEIVED AT THE CPH

WHO	HOW
CPH CSW	<ol style="list-style-type: none"> 1. Conduct an initial assessment. 2. Determine if the child is a victim of abuse, neglect, exploitation or is at substantial risk of harm 3. Create a referral if allegations exist. 4. If allegations do not exist, complete a Consultation form. See Procedural Guide 0050-503.75, CPH: Requests for Emergency Medical Consent.
CPH SCSW	<ol style="list-style-type: none"> 1. Review the referral and the SDM abuse allegation tool(s) used by the CSW or Consultation form for thoroughness and accuracy. 2. Confirm that the CSW completed the referral/Consultation form appropriately <ol style="list-style-type: none"> a) If approved, assign, if needed. b) If not approved, return the Referral/Consultation form for correction.

EXHIBIT B

PRICING SCHEDULE

211 LA COUNTY - CONTRACT RENEWAL

PERIOD: JANUARY 1, 2010 - DECEMBER 31, 2010

EXHIBIT B

<u>Employee classification</u>	<u>FTE</u>	<u>FTE % to</u>	<u>LA County</u>	<u>I & R</u>	<u>%</u>	<u>CRIB</u>	<u>%</u>	<u>ELDER</u>	<u>%</u>	<u>Unincorporated</u>	<u>%</u>	
<u>FTE's</u>	<u>Category</u>	<u>COUNTY</u>	<u>Monthly</u>	<u>34 FTE's</u>	<u>6 FTE's</u>	<u>2.5 FTE's</u>	<u>Area Helpline</u>	<u>1.5 FTE's</u>				
CRA		10.00	21.28	36,885	33,012	89.6%		2,324	6.3%	1,549	4.2%	
CRA Bilingual		23.50	21.90	89,197	79,832	89.4%		5,976	6.7%	3,389	3.8%	
SCRA (Resource Writers)		6.00	23.91	24,866		0.0%	24,866	100.0%	-	0.0%	0.0%	
Program Manager	100	1.00	32.21	5,583	4,315	77.3%	726	13.0%	352	6.3%	190	3.4%
Workforce Management Specialist	100	1.00	30.80	5,339	4,127	77.3%	694	13.0%	336	6.3%	182	3.4%
I & R Team Coach	200	2.00	19.85	13,763	10,639	77.3%	1,789	13.0%	867	6.3%	468	3.4%
I & R Quality Assurance Manger	200	2.00	21.21	14,706	11,368	77.3%	1,912	13.0%	926	6.3%	500	3.4%
Technical Director	100	0.70	34.66	4,205	3,250	77.3%	547	13.0%	265	6.3%	143	3.4%
Outreach Manager	100	0.70	29.77	3,612	3,612	100.0%	-	0.0%	-	0.0%	-	0.0%
Resource Systems Developer	100	0.50	35.68	3,092	618	20.0%	2,474	80.0%	-	0.0%	-	0.0%
Chief Operating Officer	100	0.65	44.57	5,022	3,882	77.3%	653	13.0%	316	6.3%	171	3.4%
Data reporter	100	0.70	27.33	3,316	3,037	91.6%	-	0.0%	166	5.0%	113	3.4%
Network Administrator	100	0.70	32.54	3,948	3,052	77.3%	513	13.0%	249	6.3%	134	3.4%
Jr. Network Administrator	100	1.00	20.40	3,536	2,733	77.3%	460	13.0%	223	6.3%	120	3.4%
Jr. Programmer	100	1.00	26.44	4,583	3,542	77.3%	596	13.0%	289	6.3%	156	3.4%
Programmer	100	0.70	28.84	3,499	2,705	77.3%	455	13.0%	220	6.3%	119	3.4%
Executive Director	100	0.65	74.74	8,421	6,509	77.3%	1,095	13.0%	531	6.3%	286	3.4%
Associate Director/CFO	100	0.65	58.80	6,825	5,122	77.3%	861	13.0%	417	6.3%	225	3.4%
HR Manager	100	0.70	41.65	5,054	3,907	77.3%	657	13.0%	318	6.3%	172	3.4%
Accounting Manager	100	0.70	35.34	4,288	3,315	77.3%	557	13.0%	270	6.3%	146	3.4%
Staff Accountant	200	1.50	24.13	6,271	4,848	77.3%	815	13.0%	395	6.3%	213	3.4%
Executive Assistant	100	1.00	24.33	4,217	3,260	77.3%	548	13.0%	266	6.3%	143	3.4%
Emergency Services Coordinator	100	1.00	33.65	5,833	5,833	100.0%	-	0.0%	-	0.0%	-	0.0%
Admin Support Supervisor	100	0.70	26.26	3,186	2,463	77.3%	414	13.0%	201	6.3%	108	3.4%
Administrative Services Assistant	300	3.00	16.48	8,570	5,999	70.0%	2,571	30.0%	-	0.0%	-	0.0%
<u>TOTAL SALARIES:</u>		62		277,617	210,980	75.9%	43,203	15.6%	14,907	5.4%	8,527	3.1%
<u>EMPLOYEE BENEFITS</u>												
MEDICAL INSURANCE		8.35%		23,181	17,617	76.0%	3,607	15.6%	1,245	5.4%	712	3.1%
DENTAL INSURANCE		1.00%		2,776	2,110	76.0%	432	15.6%	149	5.4%	85	3.1%
VISION PLAN INSURANCE		1.00%		2,776	2,110	76.0%	432	15.6%	149	5.4%	85	3.1%
LIFE/DISABILITY INSURANCE		1.50%		4,164	3,164	76.0%	648	15.6%	224	5.4%	128	3.1%
401K PLAN (4%)		4.00%		11,105	8,440	76.0%	1,728	15.6%	596	5.4%	341	3.1%
SUB TOTAL		15.85%		44,002	33,441		6,847		2,363		1,351	
FICA (7.65%)		7.65%		21,238	16,141	76.0%	3,305	15.6%	1,140	5.4%	652	3.1%
WORKER'S COMPENSATION		2.50%		6,940	5,275	76.0%	1,080	15.6%	373	5.4%	213	3.1%
STATE UNEMPLOYMENT INS.		2.00%		5,552	4,220	76.0%	864	15.6%	298	5.4%	171	3.1%
		12.15%		33,730	25,636		5,249		1,811		1,036	
<u>INSURANCE:</u>												
DIRECTOR'S & OFFICERS				580	441	75.9%	90	15.5%	31	5.4%	18	3.1%
GENERAL				2,030	1,540	75.9%	317	15.6%	110	5.4%	63	3.1%
EARTHQUAKE				1,998	1,516	75.9%	312	15.6%	108	5.4%	62	3.1%
				4,608	3,497		719		249		143	
COMPUTER HARDWARE				3,574	2,712	75.9%	558	15.6%	193	5.4%	111	3.1%
COMPUTER SOFTWARE				3,574	2,712	75.9%	558	15.6%	193	5.4%	111	3.1%
TELEPHONE SYSTEM				14,700	11,157	75.9%	2,293	15.6%	794	5.4%	456	3.1%
PROPRIETARY SOFTWARE FEE				8,200	6,224	75.9%	1,279	15.6%	443	5.4%	254	3.1%
EQUIPMENT MAINTENANCE				5,304	4,027	75.9%	827	15.6%	286	5.4%	164	3.1%
SPACE/FACILITY				19,600	14,876	75.9%	3,058	15.6%	1,083	5.5%	583	3.0%
OFFICE EQUIPMENT				1,931	1,466	75.9%	301	15.6%	104	5.4%	60	3.1%
SUPPLIES				4,250	3,225	75.9%	663	15.6%	230	5.4%	132	3.1%
TELEPHONE				19,364	14,693	75.9%	3,021	15.6%	1,070	5.5%	580	3.0%
UTILITIES				3,724	2,827	75.9%	581	15.6%	201	5.4%	115	3.1%
ADVERTISING				3,000	3,000	100.0%	-	0.0%	-	0.0%	-	0.0%
BUILDING MAINTENANCE				3,115	2,364	75.9%	486	15.6%	168	5.4%	97	3.1%
CUSTODIAL				2,440	1,851	75.9%	381	15.6%	132	5.4%	76	3.1%
PRINTING/PHOTOCOPYING				1,984	1,505	75.9%	310	15.6%	107	5.4%	62	3.1%
POSTAGE				1,658	1,258	75.9%	259	15.6%	90	5.4%	51	3.1%
PROFESSIONAL SERVICES				9,308	7,064	75.9%	1,452	15.6%	503	5.4%	289	3.1%
STAFF DEVELOPMENT/TRAINING				2,100	1,594	75.9%	328	15.6%	113	5.4%	65	3.1%
TRAVEL/MEETING ATTENDANCE				1,783	1,354	75.9%	278	15.6%	96	5.4%	55	3.1%
				109,609	83,909		16,633		5,806		3,261	
<u>TOTAL MONTHLY</u>				469,566	357,463		72,651		25,136		14,318	
<u>TOTAL ANNUAL</u>				5,634,792	4,289,556		871,812		301,632		171,816	

OEM - COUNTYWIDE EMERGENCY HOTLINE**PROJECTED COSTS AND SERVICE FEES
12 MONTH PERIOD JANUARY 1 - DECEMBER 31, 2010****Personnel Costs (Adjusted Annually)****Salaries**

Telecommunications Manager and Programming Staff

Estimated at 80 hours @ \$47.74 per hour

\$3,819

Administrative Support Staff (mailings)

Estimated at 140 hours @ \$16.44 per hour

\$2,302

Disaster Response - Field Staff

Estimated at 400 hours @ \$22.28 per hour

\$8,912

Salaries Subtotal:

\$15,033

Benefits

Calculated at 28% of salaries

\$4,209

Administrative Indirect Cost

Calculated at 21% of Personnel Cost

\$4,041

Subtotal Personnel Costs:

\$23,283

Telephone

1(800) Toll-free service

Twelve months @ \$165 per month

\$1,980

Postage

1lb. 6oz. Packages: 1,000 @ \$4.07

\$4,070

11oz Packages: 500 @ \$2.75

\$1,375

Mailing Materials/Office Supplies

\$310

ENLA Related training and exercises

\$561

Subtotal Non-Personnel Costs:

\$8,296

Total Estimated Budget:

\$31,579

CSS – WorkSource California

211 LA County will provide information and referral to jobseekers and potential employers to WorkSource California centers within the Los Angeles County area. The public will dial toll-free Worksource California 1(888) 226-6300 number that will automatically connect and be answered by 211 staff Monday through Friday from 8:00am to 8:00pm. A recorded message will be available after-hours.

- Call volume is not expected to exceed 200 calls per month.
- The cost for 200 calls will be a flat minimum fee of \$2,700 per month for up to 200 calls per month.
- Calls in excess of 200 in any given month will be billed at the rate of \$12 per call in addition to the minimum \$2,700 monthly fee.

CSS will have ownership and be responsible for the maintenance and cost of the 1(888) 226-6300 toll-free line.

WORKSOURCE CALIFORNIA BUDGET	
Annual Budget	
Flat fee (\$2,700 x 12)	\$32,400
Excess Calls	\$56,100
Total Annual	\$88,500
Three Year Budget	
Flat fee (\$2,700 x 12 x 3)	\$97,200
Excess Calls	\$168,300
Total Three Year	\$265,500

EXHIBIT C

SPECIAL CAMPAIGNS

Special Campaign

**Emergency Shelter, Food, and Transportation
Plan and Budget**

On October 21, 2008, the Board redirected that the remaining \$179,000 designated for 211 LA County's public information campaign fund direct services for temporary, emergency housing, food or food vouchers, and transportation for homeless families who contact 2-1-1. As part of this action, the Chief Executive Officer (CEO) was directed to work with 211 LA County staff, the Los Angeles Homeless Services Authority (LAHSA), and the Department of Public Social Services (DPSS) to identify the optimal use of the redirected monies and how best to help transition the families into a more stable environment. Of the redirected funds, \$110,000 was to be transferred to DPSS for their successful Eviction Prevention and Moving Assistance programs. The remaining \$69,000 of County Provisional Financing Uses funds, was to go to 211 to leverage and work in conjunction with the Emergency Food and Shelter Board (EFS) monies that were designated for 211 LA County's use.

Under this agreement, the remaining \$56,129 will continue to be used for temporary, emergency Shelter, Food, and Transportation. As 211 LA County is not a direct service provider, they will work with the EFS Board to allocate their set-aside funds to other EFS service providers who agree to work with 211 LA County. If there is no shelter space or other services available to families dialing 2-1-1, 211 LA County can refer callers to the designated EFS providers to obtain the vouchers and also have access to case management services.

211 LA County will sign Memorandums of Understanding with those EFS service provider agencies that agree to work with families who call 2-1-1. Those agencies must submit detailed invoices of the services provided to the 2-1-1 referrals for reimbursement.

Budget

Motel and Food Vouchers, Transportation \$56,129

Funds are to continue to be leveraged with EFS monies designated for 211 LA County's use.

Department of Public Health

EXHIBIT C

Special Campaign H1N1 January - July of 2010

CAMPAIGN TRACKING REQUIREMENTS

DPH requires monthly reporting of H1N1 call and phone tree data.

BUDGET

	Jan - Jul 2010 7 Months
4.0 Community Resource Advisors Full-Time Equivalents (FTE)	\$94,045
Benefits @ 28%	\$26,333
Bilingual differential \$1,300 per year per FTE	\$3,033
Total Personnel:	\$123,411
Administrative Indirect Cost @ 16%	\$19,746
Telephone System T1/Fiber DSE service and maintenance 6 telephone lines for a 3 month period	\$6,447
Telephone 3 Month Usage Based on 27,000 minutes per month average	\$6,251
Total Hotline Operation:	\$155,855
Tele-interpreting services for languages other than Spanish and English: 300 minutes per month @ \$1.15 per minute	\$2,415
Total with Tele-interpreting services:	\$158,270
PROJECT TOTAL	\$158,270

A flat rate of \$22,610 will be paid per month from Jan. - Jul. 2010 for a total of 22,750 H1N1 calls, for a contract flat rate maximum of \$158,270. H1N1 calls exceeding the contracted 22,750 calls will be billed at \$7 per call, not to exceed \$49,000.

Calls do not include overhead, as overhead is included in DPH's normal contract's scope of work. These costs are for a temporary, special campaign.

**1 FTE can handle on average 10,000 calls per year. While 4.0 FTEs are being budgeted, as many as 12 CRAs including part-time and temporary staff may be assigned to answer the line at peak times.

**Special Campaign
Homelessness Prevention and Rapid Re-Housing Program (HPRP)
Resource and Referral Tracking and Budget**

CONTRACTOR will provide referral and information on resources identified for the HPRP to provide housing assistance and homelessness prevention assistance to at-risk households and individuals who would otherwise become homeless; and for rapidly re-housing of homeless persons.

CONTRACTOR needs to be able to determine whether caller meets the basic eligibility criteria for the HPRP program based on caller self-certification:

- In danger of becoming homeless or homeless
- From the unincorporated areas of County, 49 member cities, and other participating cities as needed
- At or below the low- and moderate- income guidelines provided by CDC
- Not eligible for CalWORKs or GR
- Has ability to be self-sufficient with HPRP assistance in future
- Whether caller is a household with children or adults only

TRACKING REQUIREMENT

CONTRACTOR must be able to report on a monthly basis:

- Number of calls screened under HPRP, caller must be in danger of becoming homeless or homeless
- Number of potentially eligible HPRP calls by Zip Code and City
- Of potentially eligible, what HPRP agency(ies) were they referred
- Number of callers, not eligible
- Of callers not eligible, why not eligible
- Of callers not eligible, what agency(ies) were they referred
- What screening tool was used

Tracking elements should include all information gathered through the Screening Protocol

BUDGET

	Cost Per Call
24/7 Information and Referral Telephone Service	\$ 14.00
Resource Database / Program Information Update	\$ 0.35
Monthly Statistical Reporting	\$ 0.15
Project Total Cost per Call	\$ 14.50
Funding Available:	\$ 130,500
Estimated Number of Calls Funded through HPRP	9,000

Notes:

1. Administrative Indirect Cost Included in Cost Per Call
2. Invoices to be submitted on a monthly basis and based on the actual number of calls answered at the flat fee of \$14.50 per call.
3. \$13.20 from original contract was for I&R service only.
(375,000 call max. + 250,000 call min.)/2 = 312,500 calls
(\$4,120,390 I&R budget / 312,500 = \$13.20 per call.
4. Two 3% Cost of Living Adjustments were given over course of contract, so cost per call has increased to \$14.00 per call.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR

Name: Kathy House

Title: Senior Manager

Address: 222 S. Hill Street, 5th Floor
Los Angeles, CA 90012

Telephone: 213-974-4129

E-Mail: khouse@ceo.lacounty.gov

COUNTY PROJECT MANAGER

Name: Karen Herberts

Title: Program Specialist

Address: 222 S. Hill Street, 5th Floor
Los Angeles, CA 90012

Telephone: 213-974-1329

E-Mail: kherberts@ceo.lacounty.gov

COUNTY PROJECT MONITOR

Name: DPSS

Title: _____

Address: _____

Telephone: _____

E-Mail: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** 211 LA County**CONTRACTOR PROJECT MANAGER**Name: Amy LatzerTitle: Chief Operations OfficerAddress: 526 W. Las Tunas DriveSan Gabriel, CA 91776Telephone: (626) 350-1841 x 2102E-Mail: alatzer@211la.org**CONTRACTOR AUTHORIZED OFFICIAL**Name: Maribel MarinTitle: Chief Executive OfficerAddress: 526 W. Las Tunas DriveSan Gabriel, CA 91776Telephone: (626) 350-1841 x 2100E-Mail: mmarin@211la.org**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:**Name: Same as Authorized Official

Title: _____

Address: _____

Telephone: _____

E-Mail: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception for the Program requirement or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

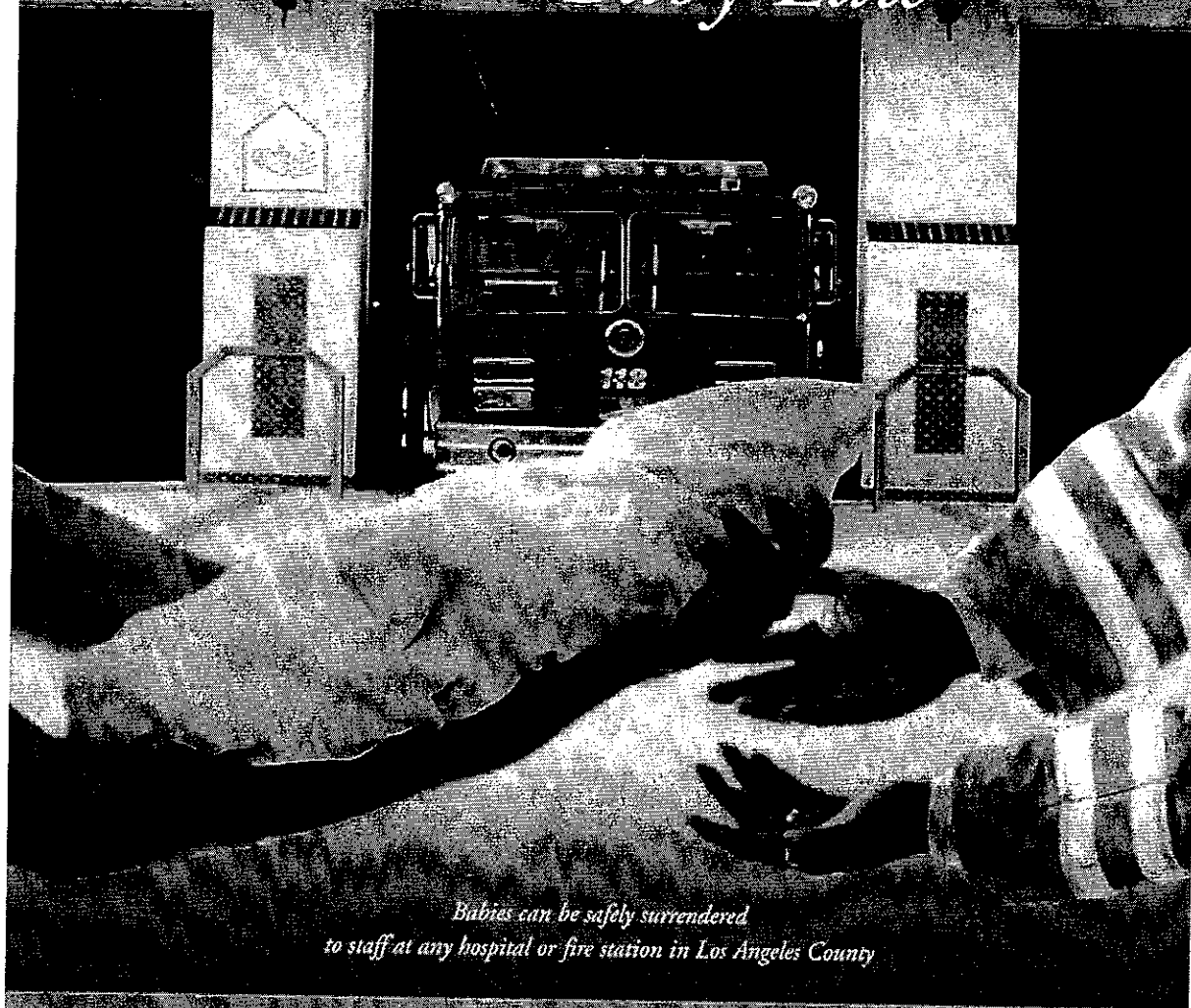
Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law



Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a business reply envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

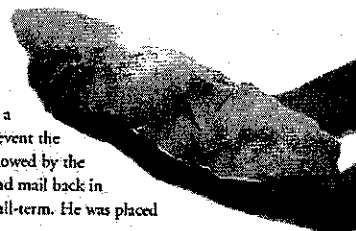
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:	
Signature:		Date:

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)